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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

LYDIA LOPEZ, individually, and on behalf of
 all others similarly situated,

Plaintiff,

vs.

INSTITUTE ON AGING, a California nonprofit
 corporation; INSTITUTE ON AGING -
 NORTHERN CALIFORNIA, LLC; a California
 limited liability company; INSTITUTE ON
 AGING - SOUTHERN CALIFORNIA, LLC, a
 California limited liability company; and DOES
 1 through 10, inclusive,

Defendants

Case No.: 26-cv-05497-LJC

Removed from San Francisco Superior Court
 Case No. CGC-26-636370

***[FILED AS A MATTER OF COURSE
 PURSUANT TO FRCP RULE 15(a)(1)(B)]***

**FIRST AMENDED CLASS ACTION
 COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
3. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
4. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
5. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
6. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff Lydia Lopez (“Plaintiff”), based upon facts that either have evidentiary
 2 support or are likely to have evidentiary support after a reasonable opportunity for further
 3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Institute on Aging, Institute on
 6 Aging - Northern California, LLC, Institute on Aging - Southern California, LLC, and Does 1
 7 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
 8 unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to
 9 provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
 10 records of hours worked and meal periods, failure to timely pay all wages to terminated
 11 employees, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Sixth Causes of Action individually and as a class
 13 action on behalf of herself and certain current and former employees of Defendants (hereinafter
 14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
 15 Class consists of Plaintiff and all other persons who have been employed by any Defendants in
 16 California as an hourly-paid, non-exempt employee during the statute of limitations period
 17 applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and
 19 establishment within the State of California, including San Francisco County. As such, and
 20 based upon all the facts and circumstances incident to Defendants’ business in California,
 21 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
 22 Welfare Commission (“IWC”), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants
 24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
- 26 wages, in compliance with the California Labor Code and IWC Wage
- 27 Orders;
- 28



- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay at the regular rate of pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay at the employee's regular rate of pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to maintain accurate records of the hours that employees worked; and
- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

///



THE PARTIES

Plaintiff

7. Plaintiff is a California resident that works for Defendants in the County of San Francisco, State of California, as an hourly, non-exempt Home Care Aide since approximately 2015.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Institute on Aging is:

- (a) A California nonprofit corporation with its principal place of business in San Francisco, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Francisco; and
- (c) The current employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Institute on Aging - Northern California, LLC is:

- (a) A California limited liability company with its principal place of business in Napa, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Francisco; and
- (c) The current employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff is informed and believes, and based upon that information and belief



alleges, that Defendant Institute on Aging - Southern California, LLC is:

- (a) A California limited liability company with its principal place of business in San Bernardino, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Francisco; and
- (c) The current employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

14. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above,



that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiff is a California resident who worked for Defendants in the County of San Francisco, State of California, as an Aide during the statutory period. Plaintiff began working for Defendants in approximately 2015. As of January 2026, Plaintiff has not been assigned further work for Defendants and has been constructively discharged. Plaintiff is typically scheduled to work 4 days in a workweek, and typically in excess of 10 hours in a single workday.

16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

17. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Class for all hours worked. In those instances where Plaintiff and the Class earned non-discretionary bonuses and other remuneration, Defendants failed to incorporate all remuneration when calculating the correct meal break premium rate of pay, rest break premium rate of pay, and sick day rate of pay. Also throughout the statutory period, Plaintiff and the Class were required to work "off-the-clock" and uncompensated. Plaintiff and the Class work as home health aides who monitor aging patients in the patients' homes. Off-the-clock work was routine and occurred virtually every day that Plaintiff and the Class performed work for Defendants. This includes off-the-clock work Plaintiff performed during the week of December 8 to 25, 2023. For example, Plaintiff and the Class were also required to log into a cell phone application or call the office to clock in for their shifts resulting in several minutes off-the-clock to utilize Defendant's timekeeping system. Additionally, Plaintiff and the Class were discouraged from logging all actual hours worked and were instructed to clock out after 12



1 hours regardless of the scheduled shift. Also, Plaintiff and the Class were not paid for the time to
2 travel between clients. Additionally, Plaintiff and Class Members were required to monitor the
3 patients during the entire time at the patients' homes, including while clocked out during
4 purported meal periods. Plaintiff and the Class were also required to respond to work requests
5 from supervisors while clocked out during purported meal periods. Despite being required to
6 perform these work tasks, Plaintiff and the Class were not compensated for this time worked. In
7 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
8 records of the hours Plaintiff and the Class worked.

9 18. Throughout the statutory period, Defendants have wrongfully failed to provide
10 Plaintiff and the Class with legally compliant meal periods. Defendants often required Plaintiff
11 and the Class to work in excess of five consecutive hours a day without providing 30-minute,
12 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
13 compensating Plaintiff and the Class for meal periods that were not provided by the end of the
14 fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and
15 the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts
16 greater than 10 hours, by the end of the tenth hour of work. Plaintiff and the Class were often
17 required to work during their meal periods, leading to the failure to provide uninterrupted meal
18 periods. This includes Plaintiff working through meal periods during the week of December 8 to
19 25, 2023. For example, Plaintiff and the Class were required to prioritize urgent work tasks
20 before starting their meal periods or during their meal periods, resulting in late, shortened, or
21 interrupted meal periods. These requirements also meant Plaintiff and the Class were not
22 relieved of all duty during their meal periods. Plaintiff and the Class were responsible for
23 monitoring patients during the entire time they were at the patients' homes, including while
24 clocked out during purported meal periods. Plaintiff and the Class were not allowed to leave the
25 patients alone or leave the patients' homes during the meal periods, resulting in meal periods
26 that were on-duty and without compensation. Defendants did not provide coverage to allow
27 Plaintiff and the Class to take off-duty meal periods. When Plaintiff and the Class worked shifts
28 that were over 10 hours in length, Defendants failed to provide a second meal period altogether.



1 Additionally, during purported meal periods, Plaintiff and the Class were required to quickly eat
2 lunch while continuing to perform work duties, resulting in missed/on-duty meal periods. As a
3 result, Plaintiff and the Class were not provided with uninterrupted and complete meal periods.
4 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and
5 the Class in compliance with California law. Defendants also issued bonuses for working certain
6 hours such as working after midnight. These bonuses were not included in calculating the rate
7 for meal period premiums.

8 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
9 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants often
10 required Plaintiff and the Class to work in excess of four consecutive hours a day without
11 Defendants authorizing and permitting them to take a net 10-minute, continuous and
12 uninterrupted, rest period for every four hours of work (or major fraction thereof), or without
13 compensating Plaintiff and the Class for rest periods that were not authorized or permitted.
14 Defendants also did not adequately inform Plaintiff and the Class of their right to take a rest
15 period. Moreover, Defendants did not have adequate policies or practices permitting or
16 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
17 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
18 practices to verify whether Plaintiff and the Class were taking their required rest periods.
19 Further, Defendants did not maintain accurate records of employee work periods, and therefore
20 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle
21 of each work period. This includes Plaintiff missing rest breaks during the week of December 8
22 to 25, 2023. For example, Plaintiff and the Class were responsible for monitoring patients
23 during the entire time they were at the patients' homes, including during purported rest breaks.
24 Plaintiff and the Class were not allowed to leave the patients alone or leave the patients' homes
25 during their shifts, resulting in rest breaks that were on-duty and without compensation. Plaintiff
26 and the Class were required to prioritize work tasks over taking rest periods and were often
27 required to forgo their rest periods. Defendants did not provide coverage to allow Plaintiff and
28 the Class to take off-duty meal periods. As a result, Plaintiff and the Class were rarely provided



1 with compliant rest periods and were regularly required to work through their rest periods.
2 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the
3 Class to take rest periods in compliance with California law. Defendants also issued bonuses for
4 working certain hours such as working after midnight. These bonuses were not included in
5 calculating the rate for rest period premiums.

6 20. Throughout the statutory period, Defendants willfully failed and refused to timely
7 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
8 wages, meal period premium wages, and rest period premium wages. Further, Defendants did
9 not pay Plaintiff and the Class their final paychecks immediately upon termination. Plaintiff was
10 constructively discharged in January of 2026 and did not receive all wages owed within the
11 required time period.

12 21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
13 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
14 and net wages earned (including correct hours worked, correct wages earned for hours worked,
15 correct wages for meal periods that were not provided in accordance with California law, correct
16 wages for rest periods that were not authorized and permitted to take in accordance with
17 California law, and Defendant's address). As a result of these violations of California Labor
18 Code § 226(a), the Plaintiff and the Class suffered injury because, among other things:

- 19 (a) the violations led them to believe that they were not entitled to be paid
20 minimum wages, meal period premium wages, and rest period premium
21 wages to which they were entitled, even though they were entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 meal period premium, and rest period premium wages, even though they
24 had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid
26 minimum, meal period premium, and rest period premium wages at the
27 correct California rate even though they were;
28

- (d) the violations led them to believe they had been paid minimum, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

23. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

24. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice of class



1 certification to the Class is sent.

2 25. At all material times, Plaintiff was a member of the Class.

3 26. Plaintiff undertakes this concerted activity to improve the wages and working
4 conditions of all Class Members.

5 27. There is a well-defined community of interest in the litigation and the Class is
6 readily ascertainable:

7 (a) Numerosity: The members of the Class (and each subclass, if any) are so
8 numerous that joinder of all members would be unfeasible and impractical.
9 The membership of the entire Class is unknown to Plaintiff at this time,
10 however, the Class is estimated to be greater than 100 individuals and the
11 identity of such membership is readily ascertainable by inspection of
12 Defendants' records.

13 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
14 the interests of each Class Member with whom there is a shared, well-
15 defined community of interest, and Plaintiff's claims (or defenses, if any)
16 are typical of all Class Members' claims as demonstrated herein.

17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
18 the interests of each Class Member with whom there is a shared, well-
19 defined community of interest and typicality of claims, as demonstrated
20 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
21 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
22 the rules governing class action discovery, certification, and settlement.
23 Plaintiff has incurred, and throughout the duration of this action, will
24 continue to incur costs and attorneys' fees that have been, are, and will be
25 necessarily expended for the prosecution of this action for the substantial
26 benefit of each class member.

27 (d) Superiority: A Class Action is superior to other available methods for the
28



1 fair and efficient adjudication of the controversy, including consideration
2 of:

- 3 1) The interests of the members of the Class in individually
- 4 controlling the prosecution or defense of separate actions;
- 5 2) The extent and nature of any litigation concerning the controversy
- 6 already commenced by or against members of the Class;
- 7 3) The desirability or undesirability of concentrating the litigation of
- 8 the claims in the particular forum; and
- 9 4) The difficulties likely to be encountered in the management of a
- 10 class action.

11 (e) Public Policy Considerations: The public policy of the State of California
12 is to resolve the California Labor Code claims of many employees through
13 a class action. Indeed, current employees are often afraid to assert their
14 rights out of fear of direct or indirect retaliation. Former employees are
15 also fearful of bringing actions because they believe their former
16 employers might damage their future endeavors through negative
17 references and/or other means. Class actions provide the class members
18 who are not named in the complaint with a type of anonymity that allows
19 for the vindication of their rights at the same time as their privacy is
20 protected.

21 28. There are common questions of law and fact as to the Class (and each subclass, if
22 any) that predominate over questions affecting only individual members, including without
23 limitation, whether, as alleged herein, Defendants have:

- 24 (a) Failed to pay Class Members for all hours worked, including minimum
- 25 wages;
- 26 (b) Failed to provide meal periods and pay meal period premium wages to
- 27 Class Members;
- 28 (c) Failed to authorize and permit rest periods and pay rest period premium



wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed; and

(f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or



2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

32. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.



34. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

35. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

36. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

37. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

38. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.



42. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

44. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required meal period(s), plus interest thereon.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

46. Defendants are required by California law to authorize and permit breaks of net 10 uninterrupted minutes for each four hours of work or major fraction thereof (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of



the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

47. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

48. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

50. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

51. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.



52. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

53. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

54. Plaintiff and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

55. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

FIFTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

57. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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.

58. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

59. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

60. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

61. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

62. Plaintiff and the Class are entitled to recover from Defendants their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

63. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SIXTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

65. Defendants, and each of them, are “persons” as defined under California Business

1 & Professions Code § 17201.

2 66. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
4 seeks to enforce important rights affecting the public interest within the meaning of Code of
5 Civil Procedure § 1021.5.

6 67. Defendants' activities, as alleged herein, are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business & Professions
8 Code §§ 17200, *et seq.*

9 68. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
10 predicated on the violation of any state or federal law. All of the acts described herein as
11 violations of, among other things, the California Labor Code, are unlawful and in violation of
12 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
13 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
14 California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Pay Minimum Wages**

16 69. Defendants' failure to pay minimum wages, and other benefits in violation of the
17 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
18 Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Maintain Accurate Records of All Hours Worked**

20 70. Defendants' failure to maintain accurate records of all hours worked in accordance
21 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Provide Meal Periods**

24 71. Defendants' failure to provide meal periods in accordance with California Labor
25 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
26 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

27 **Failure to Authorize and Permit Rest Periods**

28 72. Defendants' failure to authorize and permit rest periods in accordance with



California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

73. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

74. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

75. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

76. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

77. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to and does seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

78. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and



1 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
2 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

3 79. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
4 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
5 withholdings.

6 80. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
7 and putative Class Members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this complaint; a
9 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
10 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
11 1021.5 and other applicable laws; and an award of costs.

12 **PRAYER FOR RELIEF**

13 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
14 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
15 follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action with respect to the First, Second,
18 Third, Fourth, Fifth, and Sixth, Causes of Action;
19 2. That Plaintiff be appointed as the representative of the Class; and
20 3. That counsel for Plaintiff be appointed as Class Counsel.

21 **As to the First Cause of Action**

22 4. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
24 minimum wages due;

25 5. For general unpaid wages as may be appropriate;

26 6. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

28 7. For liquidated damages;



8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

11. For unpaid meal period premium wages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid rest period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

21. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;



22. For pre-judgment interest on any unpaid wages from the date such amounts were due;

23. For reasonable attorneys' fees and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

26. For penalties and actual damages pursuant to California Labor Code § 226(e);

27. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, and failing to furnish accurate wage statements;

31. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

32. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;



1 34. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business & Professions Code §§ 17200, *et seq.*; and,

3 35. For such other and further relief as the Court may deem equitable and appropriate.

4 As to all Causes of Action

5 36. For any additional relief that the Court deems just and proper.

6
7 Dated: June 25, 2026

Respectfully submitted,

8 THE SENTINEL FIRM, APC

9
10 By:

11 Seung L. Yang
12 Tiffany Hyun
13 Attorneys for Plaintiff
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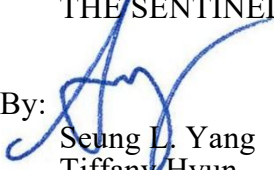


DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 25, 2026

THE SENTINEL FIRM, APC

By: 
Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff

