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on behalf of herself and others similarly situated

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
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Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

DESIREE MENDOZA, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

SPRUCE HOLDINGS, LLC dba VISALIA
POST ACUTE, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU334022

CLASS ACTION

Assigned for All Purposes To:
Hon. Nathan Ide
Dept.: 9

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Failure to Pay Vacation Wages;
7. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
8. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
9. Violation of Labor Code § 226(a);
10. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
11. Penalties Pursuant to Labor Code § 203;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff DESIREE MENDOZA, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SPRUCE
8 HOLDINGS, LLC dba VISALIA POST ACUTE, a California limited liability company; and
9 DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff
10 alleges that Defendants, and each of them, violated various provisions of the California Labor
11 Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business &
12 Professions Code, and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Tulare County, and in other nonexempt positions throughout California,
17 and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and
27 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
28 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class

1 with lawful meal and rest periods, as employees were not provided with the opportunity to take
2 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

5 4. Plaintiff DESIREE MENDOZA has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California.

8 **B. The Defendants**

9 5. Defendant SPRUCE HOLDINGS, LLC dba VISALIA POST ACUTE is a
10 California limited liability company with its principle executive offices in Visalia, California and
11 has been listed as the employer on Plaintiff's wage statements during the relevant time period.
12 SPRUCE HOLDINGS, LLC dba VISALIA POST ACUTE lists a mailing address in Salt Lake
13 City, Utah with the California Secretary of State and employs Plaintiff and the Class members at
14 Defendants' offices and facilities in Visalia, California, and throughout California and conducts
15 business throughout California.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
22 this Complaint to reflect the true names and capacities of the Defendants designated herein as
23 Does 1 through 50 when their identities become known.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
26 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
27 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
28 all respects as the employers or joint employers of Employees. Defendants, and each of them,

1 exercised control over the wages, hours or working conditions of Employees, or suffered or
2 permitted Employees to work, or engaged, thereby creating a common law employment
3 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
4 employed Employees.

5 **JURISDICTION AND VENUE**

6 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
7 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
8 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
9 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
10 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
11 obligations and liabilities giving rise to this lawsuit occurred at least in part in Tulare County and
12 Defendants maintain and operate company offices and facilities in Tulare County, and employ
13 Plaintiff and other Class members in Tulare County and throughout California.

14 **FACTUAL BACKGROUND**

15 9. The Employees who comprise the Class and Collective, including Plaintiff, are
16 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
17 Employees who work in nonexempt positions at the direction of Defendants in the State of
18 California. Plaintiff and the Class members were either not paid by Defendants for all hours
19 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
20 Plaintiff and Employees were not paid for the time that they were under Defendants' control while
21 off the clock by waiting to access timeclocks at the beginning of shifts and at the end of meal
22 periods. Moreover, Defendants required Employees to use their personal cell phones to respond to
23 work demands outside of scheduled work hours, and Employees were not compensated for this
24 time. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all
25 wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage
26 statements, all in violation of various provisions of the California Labor Code and applicable
27 Wage Orders.

28 10. Additionally, from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants' policies and practices required Employees to call in or
2 show up to work but were not put to work or worked less than half said employee's usual or
3 scheduled day's work. On such days when Defendants required Plaintiff and the Class members to
4 report to work only to be sent home, they were not paid half of said Employees' usual or
5 scheduled day's work in violation of California law.

6 11. During the course of Plaintiff and the Class members' employment with
7 Defendants, they were not paid all wages they were owed, including for all work performed and
8 for all overtime hours worked and were forced to work during their meal periods. Defendants also
9 failed to maintain timekeeping records for Plaintiff that would permit her to discover the nature
10 and extent of Defendants' unlawful timekeeping practices. Additionally, Defendants paid
11 Plaintiff and Employees nondiscretionary commissions, incentive pay, nondiscretionary bonuses,
12 and/or shift differentials. However, upon information and belief, Defendants failed to incorporate
13 all remunerations, including nondiscretionary commissions, incentive pay, nondiscretionary
14 bonuses, and/or shift differentials, into the calculation of the regular rate of pay for purposes of
15 calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees
16 worked overtime and received nondiscretionary commissions, incentive pay, nondiscretionary
17 bonuses, and/or shift differentials, Defendants failed to pay all overtime wages by paying a lower
18 overtime rate than required.

19 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
21 nondiscretionary bonuses, and/or shift differentials. However, upon information and belief,
22 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
23 incentive pay, nondiscretionary bonuses, and/or shift differentials, into the calculation of the
24 regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiff and
25 Employees worked overtime and received nondiscretionary commissions, incentive pay,
26 nondiscretionary bonuses, and/or shift differentials, Defendants failed to pay all sick pay by
27 paying a lower overtime rate than required.

28 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
2 nondiscretionary bonuses, and/or shift differentials. However, upon information and belief,
3 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
4 incentive pay, nondiscretionary bonuses, and/or shift differentials, into the calculation of the
5 regular rate of pay for purposes of calculating vacation pay. Therefore, during times when
6 Plaintiff and Employees worked overtime and received nondiscretionary commissions, incentive
7 pay, nondiscretionary bonuses, and/or shift differentials, Defendants failed to pay all vacation pay
8 by paying a lower overtime rate than required.

9 14. As a matter of uniform Company policy, Plaintiff and the Class members were
10 required to work during their meal and rest breaks which were not compensated by Defendants in
11 violation of the California Labor Code. Plaintiff and the Class members were also not paid
12 regular wages and overtime for the time they were required to comply with other requirements
13 imposed upon them, which they had to complete while working through their meal periods and
14 without compensation. As a result, Plaintiff and the Class members worked shifts over eight (8)
15 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
16 overtime rate for all such hours, including by being required to perform work duties and tasks
17 without pay and while off-the-clock. As a result, Plaintiff and the Class members worked
18 substantial overtime hours during their employment with Defendants for which they were not
19 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

20 15. As a result of the daily work demands and pressures to work through breaks, and
21 the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
22 were not properly paid for all wages earned and for all wages owed to them by Defendants,
23 including when working more than eight (8) hours in any given day and/or more than forty (40)
24 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
25 Class members incurred overtime hours worked for which they were not adequately and
26 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
27 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
28 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular

1 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
2 Labor Code, applicable IWC Wage Orders.

3 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
5 and the Class members for all hours worked and failing to pay minimum wage for all time worked
6 as required by California Law.

7 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
9 and the Class members overtime compensation at premium overtime rates for all hours worked in
10 excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours
11 worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the
12 corresponding sections of IWC Wage Orders.

13 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
15 work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of
16 not less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with
17 second meal periods of not less than thirty minutes; nor did Defendants pay Plaintiff and the Class
18 members “premium pay,” i.e. one hour of wages at each Employee’s effective regular rate of pay,
19 for each meal period that Defendants failed to provide or deficiently provided.

20 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
21 present, Defendants have consistently failed to provide Plaintiff and the Class members with paid
22 rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
23 hours; nor did Defendants pay Plaintiff and the Class members premium pay for each day on
24 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
25 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to
26 provide or deficiently provided.

27 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
28 continuing to the present, Defendants have consistently failed to provide Plaintiff and the Class

1 members with timely, accurate, and itemized wage statements as required by California wage-and-
2 hour laws. Specifically, the wage statements given to Plaintiff and the Class members by
3 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
4 periods and rest breaks all of which Defendants knew or reasonably should have known were
5 owed to Plaintiff and the Class members, as alleged hereinabove. Defendants failed in their
6 affirmative obligation to keep accurate records of the correct overtime wages based on proper
7 regular rate calculations that included nondiscretionary commissions, incentive pay,
8 nondiscretionary bonuses, and/or shift differentials earned, and the total amount of compensation
9 of Employees. Additionally, the wage statements given to Plaintiff and the Class members, by
10 Defendants, failed to include the total hours worked in violation of Labor Code § 226(a)(2) and
11 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).
13 The wage statements provided to Plaintiff and the Class members were confusing and required
14 Plaintiff and the Class members to engage in discovery and refer to outside sources to verify
15 whether their pay was correct, potentially resulting in a miscalculation by Plaintiff and the Class
16 members.

17 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants have failed to reimburse Plaintiff and the Class members for expenses
19 necessarily incurred in the performance of their job duties for Defendants including, but not
20 limited to, the cost of personal cellphone usage and tools and equipment such as blood pressure
21 cuffs, thermometers, oximeters, and pens, all of which were necessary to perform their duties
22 under Defendants' employ in violation of Labor Code § 2802.

23 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
24 continuing to the present, Defendants have consistently failed to keep accurate time and wage
25 records as required by California wage-and-hour laws.

26 23. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
27 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
28 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as

required by California wage-and-hour laws.

24. Defendants also failed to provide suitable seating to Plaintiff and Class members. The operations at Defendants' facilities allowed for the presence and use of a stool or seat by Plaintiff and Class members during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendants failed to provide Plaintiff and Class members suitable seating when the nature of these employees' work reasonably permitted sitting.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and 2802.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

28. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject to Defendants' policy and/or practice of not compensating reporting time pay.

d. Subclass 4. Meal Period Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

g. Subclass 7. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

i. Subclass 9. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

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

4 **A. Numerosity**

5 31. The potential members of the class as defined are so numerous that joinder of all
6 the member of the class is impracticable. While the precise number of class members has not been
7 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
8 time period relevant to this lawsuit, employed more than 100 individuals within the State of
9 California.

10 32. Accounting for employee turnover during the relevant time period increases this
11 number substantially. Plaintiff alleges that Defendants' employment records will provide
12 information as to the number and location of all class members.

13 **B. Commonality**

14 33. There are questions of law and fact common to the class that predominate over any
15 questions affecting only individual class members. These common questions of law and fact
16 include:

- 17 a. Whether Defendants failed to pay Employees minimum wages;
- 18 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 19 c. Whether Defendants failed to pay Employees overtime as required under Labor
20 Code § 510;
- 21 d. Whether Defendants failed to pay Employees reporting time pay;
- 22 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
23 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
24 premium pay in lieu thereof;
- 25 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
26 Orders, by failing to provide Employees with requisite rest breaks or premium pay
27 in lieu thereof;
- 28 g. Whether Defendants failed to pay Employees vacation wages as required under

Labor Code § 227.3;

h. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;

i. Whether Defendants violated Labor Code § 226(a);

j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

k. Whether Defendants failed to reimburse Employees for necessary business expenses;

l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

34. The claims of the named plaintiff are typical of those of the other Employees. Employees, including Plaintiff, all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

35. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

1 37. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(Against All Defendants)**

7 38. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 39. Defendants failed to pay Employees minimum wages for all hours worked.
10 Defendants had a consistent policy of misstating Employees time records and failing to pay
11 Employees for all hours worked. Employees would work hours and not receive wages, including
12 as alleged above in connection with being under Defendants' control while off the clock by
13 waiting to access timeclocks at the beginning of shifts and at the end of meal periods. Moreover,
14 Defendants required Employees to use their personal cell phones to respond to work demands
15 outside of scheduled work hours, and Employees were not compensated for this time.
16 Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked
17 during alleged meal periods for which Employees were consistently denied, as also addressed
18 herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.
19 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
20 all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested,
21 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
22 policy and practice that denied accurate compensation to Plaintiff and the other members of the
23 Class as to minimum wage pay.

24 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
25 states:

26 The minimum wage for employees fixed by the commission is the
27 minimum wage to be paid to employees, and the payment of a less
28 wage than the minimum so fixed is unlawful.

1 41. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 42. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 44. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 45. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 47. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 48. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Plaintiff and Class members wages for all hours worked including time off the clock
8 working during meal periods and being under Defendants' control while waiting to access
9 timeclocks at the beginning of shifts and at the end of meal periods. Moreover, Defendants
10 required Employees to use their personal cell phones to respond to work demands outside of
11 scheduled work hours, and Employees were not compensated for this time. Employees regularly
12 worked over 8 hours on a given day or over 40 hours in a given week without receiving overtime
13 compensation.

14 49. Furthermore, on information and belief, Defendants did not pay Plaintiff and
15 Employees the correct overtime rate for the recorded overtime hours that they generated. In
16 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
17 commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials. However, upon
18 information and belief, Defendants failed to incorporate all remunerations, including
19 nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift
20 differentials, into the calculation of the regular rate of pay for purposes of calculating the
21 overtime wage rate.

22 50. Therefore, during times when Plaintiff and Employees worked overtime and
23 received nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift
24 differentials, Defendants failed to pay all overtime wages by paying a lower overtime rate than
25 required.

26 51. Defendants' failure to pay compensation in a timely fashion also constituted a
27 violation of California Labor Code § 204, which requires that all wages shall be paid
28 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct

1 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
2 and overtime compensation earned by Employees. Each such failure to make a timely payment of
3 compensation to Employees constitutes a separate violation of California Labor Code § 204.

4 52. Employees have been damaged by these violations of California Labor Code §§
5 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

6 53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
7 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
8 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
9 reasonable attorneys' fees and costs.

10 **THIRD CAUSE OF ACTION**
11 **RECOVERY OF REPORTING TIME PAY**
12 **(Against All Defendants)**

13 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 55. The IWC Wage Orders require that reporting time pay be provided to any
16 employee who is required to report for work and does report but is not put to work or is furnished
17 less than half of said employee's usual or scheduled day's work.

18 56. Plaintiff is informed and believes and thereon alleges that all or substantially all of
19 Defendants' hourly paid employees, including Plaintiff, are subject to Defendants' policies and
20 practices requiring them to call in or otherwise show up to work but are not being paid half said
21 Employee's usual or scheduled day's work when working less than half of said Employee's usual
22 or scheduled day's work.

23 57. Therefore, Plaintiff and Employees are owed the unpaid balance of said wages
24 pursuant to the Wage Order according to proof at trial, interest pursuant to Labor Code §§ 218.6
25 and 1994(a), Civil Code §§ 3287 and 3289, and reasonable attorneys' fees and costs and/or
26 penalties pursuant to Labor Code § 558(a).

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 59. Plaintiff and Class members regularly worked shifts greater than five (5) hours and
7 greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone
8 for a shift of more than five (5) hours without providing him or her with a meal period of not less
9 than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her
10 with a second meal period of not less than thirty (30) minutes.

11 60. Defendants failed to provide Plaintiff and Class members with meal periods as
12 required under the Labor Code. Plaintiff and Class members were consistently required to work
13 through their meal periods which they were consistently denied. Employees were also required to
14 take meal periods after working well beyond the five (5) hour shifts. What meal periods were
15 provided were also not duty-free due to Defendants' policy and practice of interrupting the meal
16 period with work demands and otherwise requiring Plaintiff and Class members to remain under
17 Defendants' control during their meal periods. Furthermore, Employees were regularly required to
18 work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30)
19 minute meal period as required by law.

20 61. Moreover, Defendants failed to compensate Employees for each meal period not
21 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
22 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
23 employee a meal period in accordance with this section, the employer shall pay the employee one
24 hour of pay at the employee's regular rate of compensation for each workday that the meal period
25 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
26 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
27 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
28 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all

1 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

2 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
3 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
4 period not provided or deficiently provided, a sum to be proven at trial.

5 **FIFTH CAUSE OF ACTION**

6 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 64. Plaintiff and Class members consistently worked consecutive four (4) hour shifts.
11 Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiff and Class members
12 were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4)
13 hour shift.

14 65. Defendants failed to provide Plaintiff and Class members with timely rest breaks of
15 not less than ten (10) minutes for each consecutive four (4) hour shift. What rest breaks were
16 provided were also not duty-free due to Defendants' policy and practice of interrupting rest breaks
17 with work demands and otherwise requiring Plaintiff and Class members to remain under
18 Defendants' control during their rest breaks.

19 66. Moreover, Defendants failed to compensate Plaintiff and Class members for each
20 rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the
21 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
22 rest period in accordance with this section, the employer shall pay the employee one hour of pay at
23 the employee's regular rate of compensation for each workday that the rest period is not provided.
24 Defendants failed to compensate the Plaintiff and Class members for each rest period not provided
25 or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
26 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
27 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
28 or by otherwise incorrectly calculating the regular rate.

1 67. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Class members are
2 entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of
3 pay for each day worked without the required rest breaks, a sum to be proven at trial.

4 **SIXTH CAUSE OF ACTION**
5 **FAILURE TO PAY VACATION WAGES**
6 **(Against All Defendants)**

7 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
10 employment policy provides for paid vacation and an employee is terminated without having
11 taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate
12 in accordance with said contract of employment or policy respecting eligibility or time served.

13 70. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary
14 bonuses, and/or shift differentials to Plaintiff and Class members but Defendants failed to include
15 these forms of remuneration in the regular rate of pay upon which vacation wages were calculated
16 and paid.

17 71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
18 Code § 227.3.

19 **SEVENTH CAUSE OF ACTION**
20 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
21 **(Against All Defendants)**

22 72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 73. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
25 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
26 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
27 with the pay calculation under California Labor Code § 246(l).

28 74. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary

1 bonuses, and/or shift differentials to Plaintiff and Class members but Defendants failed to include
2 these forms of remuneration in the regular rate of pay upon which sick pay was calculated and
3 paid. Rather than calculating the amount of paid sick time due when sick time is used according to
4 the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to
5 Employees at a lower rate, in violation of the law.

6 75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
7 Code §§ 245 *et seq.* and 246.

8 **EIGHTH CAUSE OF ACTION**
9 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
10 **IN VIOLATION OF LABOR CODE § 2802**
11 **(Against All Defendants)**

12 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 77. Under Labor Code § 2802(a), an employer must indemnify its employees for all
15 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
16 of his or her duties, or of his or her obedience to the directions of the employer.

17 78. Plaintiff and Class members incurred necessary expenditures in the performance of
18 their job duties for Defendants, including but not limited to the cost of personal cell phone usage
19 and tools and equipment such as blood pressure cuffs, thermometers, oximeters, and pens, all of
20 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
21 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
22 reimburse Plaintiff and Employees for these necessarily incurred business expenses.

23 79. As a result of the unlawful acts of Defendants, Plaintiff and Employees have been
24 deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of
25 such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

81. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

82. Defendants failed to provide Plaintiff and Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Plaintiff and Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked, all of which Defendants knew or reasonably should have known were owed to Plaintiff and Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials earned, and the total amount of compensation of their Employees. The wage statements given to Plaintiff and Employees, by Defendants, failed to include the requirements enumerated above. Plaintiff and Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Plaintiff and Employees were confusing and required Plaintiff and Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation

1 by Plaintiff and the Employees.

2 83. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
3 Plaintiff and Employees suffered injuries, including among other things confusion over whether
4 they received all wages owed them, the difficulty and expense involved in reconstructing pay
5 records, and forcing them to make mathematical computations to analyze whether the wages paid
6 in fact compensated them correctly for all hours worked.

7 84. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and Employees are entitled
8 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
9 a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period,
10 not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
11 award of costs and reasonable attorneys' fees.

12 85. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
13 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
14 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
15 employee for each pay period.

16 86. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
17 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
18 shown according to proof.

19 **TENTH CAUSE OF ACTION**

20 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

21 **AND 1174.5**

22 **(Against All Defendants)**

23 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 88. California Labor Code § 1174 requires that all employers shall keep accurate time
26 and wage records for all employees. California Labor Code § 1174.5 further requires that any
27 employee suffering injury due to a willful violation of the aforementioned obligations may seek
28 damages, including civil penalties, from the employer.

1 89. During the course of Plaintiff's and Employees' employment, Defendants
2 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
3 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
4 overtime, and premium pay as discussed above.

5 90. Accordingly, Defendants are liable for civil penalties pursuant to the California
6 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

7 **ELEVENTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 203**
9 **(Against All Defendants)**

10 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 92. Numerous Employees are no longer employed by Defendants; they either quit
13 Defendants' employ or were fired therefrom.

14 93. Defendants failed to pay these Employees all wages due and certain at the time of
15 termination or within seventy-two (72) hours of resignation.

16 94. The wages withheld from these Employees by Defendants remained due and owing
17 for more than thirty (30) days from the date of separation of employment.

18 95. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
19 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
20 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
21 to thirty (30) days from the date they were due.

22 **TWELFTH CAUSE OF ACTION**
23 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
24 **(Against All Defendants)**

25 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 97. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
28 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in

1 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
2 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
3 meaning of Code of Civil Procedure § 1021.5.

4 98. Plaintiff is a “person” within the meaning of Business & Professions Code
5 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
6 relief, restitution, and other appropriate equitable relief.

7 99. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
8 business practices.

9 100. Wage-and-hour laws express fundamental public policies. Paying employees their
10 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
11 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
12 to enforce minimum labor standards, to ensure that employees are not required or permitted to
13 work under substandard and unlawful conditions, and to protect law-abiding employers and their
14 employees from competitors who lower costs to themselves by failing to comply with minimum
15 labor standards.

16 101. Defendants have violated statutes and public policies. Through the conduct alleged
17 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
18 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
19 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
20 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
21 privileges guaranteed to all employees under the law.

22 102. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
23 violation of the Business & Professions Code § 17200 *et seq.*

24 103. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
25 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
26 care should have known that their conduct was unlawful; therefore their conduct violates the
27 Business & Professions Code § 17200 *et seq.*

28 104. As a proximate result of the above-mentioned acts of Defendants, Employees have

1 been damaged, in a sum to be proven at trial.

2 105. Unless restrained by this Court, Defendants will continue to engage in such
3 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
4 should make such orders or judgments, including the appointment of a receiver, as may be
5 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
6 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
7 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
8 have unlawfully failed to pay.

9 **THIRTEENTH CAUSE OF ACTION**

10 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

11 **(Against All Defendants)**

12 106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 107. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
15 2699(c) in that within the period of one (1) year prior to Plaintiff's certified letter to the LWDA
16 and Defendants postmarked April 15, 2026, they suffered the violations alleged in this Complaint
17 and were employed by the alleged violators, Defendants.

18 108. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
19 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
20 penalty provisions, without limitation, based on the following California Labor Code sections:
21 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
22 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

23 109. The penalties shall be allocated as follows: 65% to the Labor and Workforce
24 Development Agency (LWDA) and 35% to the affected employee.

25 110. Employees also seek any and all penalties and remedies set forth in Labor Code §
26 558, which states:

27 (a) Any employer or other person acting on behalf of an employer
28 who violates, or causes to be violated, a section of this chapter or any
provision regulating hours and days of work in any order of the Industrial
Welfare Commission shall be subject to a civil penalty as follows: (1) For

1 any initial violation, fifty dollars (\$50) for each underpaid employee for
2 each pay period for which the employee was underpaid in addition to an
3 amount sufficient to recover underpaid wages. (2) For each subsequent
4 violation, one hundred dollars (\$100) for each underpaid employee for
5 each pay period for which the employee was underpaid in addition to an
6 amount sufficient to recover underpaid wages. (3) Wages recovered
7 pursuant to this section shall be paid to the affected employee.

8 (b) If upon inspection or investigation the Labor Commissioner
9 determines that a person had paid or caused to be paid a wage for
10 overtime work in violation of any provision of this chapter, or any
11 provision regulating hours and days of work in any order of the Industrial
12 Welfare Commission, the Labor Commissioner may issue a citation. The
13 procedures for issuing, contesting, and enforcing judgments for citations
14 or civil penalties issued by the Labor Commissioner for a violation of this
15 chapter shall be the same as those set out in Section 1197.1.

16 (c) In a jurisdiction where a local entity has the legal authority to
17 issue a citation against an employer for a violation of any applicable local
18 overtime law, the Labor Commissioner, pursuant to a request from the
19 local entity, may issue a citation against an employer for a violation of
20 any applicable local overtime law if the local entity has not cited the
21 employer for the same violation. If the Labor Commissioner issues a
22 citation, the local entity shall not cite the employer for the same violation.

23 (d) The civil penalties provided for in this section are in addition to
24 any other civil or criminal penalty provided by law.

25 111. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
26 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
28 for each violation in a subsequent citation, for which the employer fails to provide the employee a
29 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
30 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties.

31 112. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
32 LWDA and Defendants postmarked April 15, 2026. The LWDA has not provided notice of its
33 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
34 letters.

35 **RELIEF REQUESTED**

36 WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For recovery of the unpaid balance of the full amount of the reporting time pay due pursuant to the applicable Wage Order, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 226.3, as may be proven;
9. For penalties pursuant to Labor Code § 227.3, as may be proven;
10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

1 16. For an order enjoining Defendants and their agents, servants, and employees, and
2 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
3 duties adumbrated in this Complaint;

4 17. For all general, special, and incidental damages as may be proven;

5 18. For an award of pre-judgment and post-judgment interest;

6 19. For an award providing for the payment of the costs of this suit;

7 20. For an award of attorneys' fees; and

8 21. For such other and further relief as this Court may deem proper and just.

9
10 DATED: June 18, 2026

D.LAW, INC.

11
12 By 

13 Roman Shkodnik
14 Mason Doidge
15 Attorneys for Plaintiff
16 DESIREE MENDOZA
17 and the putative class
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DEMAND FOR JURY TRIAL

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

DATED: June 18, 2026

D.LAW, INC.

By 
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
DESIREE MENDOZA
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

FIRST AMENDED CLASS ACTION COMPLAINT

Attorney's for Defendant SPRUCE HOLDINGS, LLC dba VISALIA POST ACUTE

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

VIA ELECTRONIC MAIL: Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a “delivery receipt” for this electronic mail message, and, unless disallowed by the recipient, received the same.

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

Executed on June 18, 2026, at Pasadena, California.


Kathryn Perez