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

VANESSA GUADALUPE ALMARAZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

2210 SANTA ANA OPCO, LLC DBA
ADVANCED REHAB CENTER OF TUSTIN, a
limited liability company; CPE HR, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2026-01572455-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
8. Failure to Timely Pay Wages During Employment (Lab. Code § 204);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff VANESSA GUADALUPE ALMARAZ (“Plaintiff”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, individually and on behalf of all other members of the
4 public similarly situated, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendants 2210 SANTA ANA OPCO, LLC
7 DBA ADVANCED REHAB CENTER OF TUSTIN; CPE HR, INC.; and DOES 1 through 10
8 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
9 unfair business practices stemming from Defendants’ failure to pay for all hours worked
10 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize
11 and permit rest periods, failure to indemnify employees for expenditures, failure to furnish accurate
12 wage statements, , failure to timely pay wages upon separation of employment, failure to timely
13 pay wages during employment, and unfair business practices.

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

20 3. Plaintiff brings the Tenth Cause of Action as a representative action under the
21 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
22 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in the
23 State of California during the statute of limitations period for his PAGA claim (hereinafter referred
24 to as the “Aggrieved Employees.”

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Orange County. As such and based upon all
27 the facts and circumstances incident to Defendants’ business in California, Defendants are subject
28

1 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
2 and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period, Defendants have, at
4 times:

- 5 (a) Failed to pay some, but not necessarily all employees for all hours worked,
6 including all minimum, straight time, and overtime wages in compliance
7 with the California Labor Code and IWC Wage Orders;
- 8 (b) Failed to provide some, but not necessarily all employees with timely and
9 duty-free meal periods in compliance with the California Labor Code and
10 IWC Wage Orders, failed to maintain accurate records of all meal periods
11 taken or missed, and failed to pay an additional hour’s pay for each workday
12 a meal period violation occurred;
- 13 (c) Failed to authorize and permit some, but not necessarily all employees to
14 take timely and duty-free rest periods in compliance with the California
15 Labor Code and IWC Wage Orders, and failed to pay an additional hour’s
16 pay for each workday a rest period violation occurred;
- 17 (d) Failed to indemnify some, but not necessarily all employees for expenditures
18 incurred in direct discharge of duties of employment; and
- 19 (e) Failed to provide some, but not necessarily all employees with accurate,
20 itemized wage statements containing all the information required by the
21 California Labor Code and IWC Wage Orders; and
- 22 (f) Willfully failed to pay some, but not necessarily all employees all minimum
23 wage, straight time wages, overtime wages, meal period premium wages,
24 and rest period premium wages due within the time period specified by
25 California law when employment terminates.

26 6. On information and belief, Defendants were on actual and constructive notice of the
27 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
28

Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers 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

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Orange County, California as a nonexempt employee paid hourly from approximately April 2024 to approximately March 2026 as a Director of Social Services.

9. 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, as well as to add additional claims.

B. Defendants

10. Plaintiff alleges, on information and belief, that Defendants are, and at all times herein mentioned, were:

(g) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Orange County; and,

(h) The former employers of Plaintiff and the current and/or former employer of the Class Members because Defendants engaged Plaintiff and the Class to work; and/or suffered and permitted Plaintiff and the Class to work, and/or controlled or had the power and authority to control their wages, hours, or working conditions;

11. At all relevant times, Defendants were and are legally responsible for all of the

1 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
2 foregoing paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are
3 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
4 “respondeat superior.”

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

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

14 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
15 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
16 other employees described in the class definitions below, and exercised control over their wages,
17 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
18 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
19 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
20 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
21 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
22 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
23 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
24 to and within the scope of the relationships alleged above, that each Defendant knew or should
25 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
26 conduct of all other Defendants.

27 **JURISDICTION AND VENUE**

28 15. This Court has jurisdiction over this matter because Plaintiff brings this Complaint

1 for various violations of the Labor Code and California Industrial Welfare Commission (“IWC”)
2 orders, Defendants are business entities operating in California, and Plaintiff is a California
3 resident.

4 16. This class action is brought pursuant to California Code of Civil Procedure section
5 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
7 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
8 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
9 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
10 \$75,000.

11 17. Venue is proper in this judicial district because Defendants maintain offices, have
12 agents, and/or transact business in the County of Orange, California.

13 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 18. Plaintiff worked for Defendants in Orange County, California as an hourly-paid,
15 non-exempt employee from approximately April 2024 to approximately March 2026. Defendants
16 typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per
17 day, but Plaintiff often worked more than eight hours per day and forty (40) hours in a workweek.

18 19. Plaintiff brings this action against Defendants for Labor Code violations and unfair
19 business practices stemming from Defendants’ failure to pay for all hours worked (including
20 minimum, straight time, and overtime wages), failure to provide legally compliant meal periods,
21 failure to authorize and permit rest periods, failure to reimburse business expenses, failure to
22 furnish accurate wage statements, failure to pay final wages at termination, and failure to timely
23 pay wages during employment. Defendant’s managers also engaged in systematic and widespread
24 altering of time records to hide Labor Code violations. As discussed below, Plaintiff’s experience
25 working for Defendants was typical and illustrative of the class.

26 20. Plaintiff brings these causes of action individually and as a class action on behalf of
27 certain current and former employees of Defendants (hereinafter collectively referred to as the
28 “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and

1 all other persons who have been employed by Defendant in California as an hourly-paid or non-
2 exempt employee during the statute of limitations period applicable to the claims pleaded here.

3 21. Defendants own/owned and operate/operated an industry, business, and
4 establishment within the State of California, including Los Angeles County. As such and based
5 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
6 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
7 Professions Code.

8 22. Despite these requirements, throughout the statutory period, Defendants willfully
9 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class
10 and instead maintained a systematic, company-wide policy and practice of including, but not
11 limited to, the following violations on a regular basis:

12 (a) Failing to pay employees for all hours worked, including minimum, straight
13 time, and overtime wages, as well as on-call/standby pay. For example,
14 Defendants:

- 15 i. required employees to perform work off-the-clock, without compensation,
16 including, but not limited to when Plaintiff's supervisor, Bill Arellanas,
17 frequently called Plaintiff while she was driving to and from work to discuss
18 work-related matters, provide instructions for the day, and assign tasks.
19 Plaintiff was also required to carry and monitor her personal cell phone at
20 all times, including during meal and rest breaks. Supervisors, including Bill
21 Arellanas and Martha, as well as patients' family members, regularly
22 contacted Plaintiff with work-related questions, requests for updates, and
23 instructions. If Plaintiff did not answer immediately, callers would
24 repeatedly contact her until she responded. Plaintiff was further reprimanded
25 during weekly Monday meetings, in front of her team, for failing to answer
26 calls promptly. As a result, Plaintiff understood that she was expected to
27 remain available and monitor her phone at all times, including outside of
28 scheduled working hours. Plaintiff also regularly received work-related calls

1 and assignments after hours, often being told that the matters were
2 “important” and could not wait until the following day. Despite performing
3 this work, Plaintiff was not clocked in or otherwise compensated for the time
4 spent working off-the-clock. Additionally, Plaintiff experienced ongoing
5 issues clocking in through Defendant’s fingerprint timekeeping system.
6 Plaintiff was instructed by Bill Arellanas and payroll employee, Jose, that
7 her off-the-clock hours would be manually added to her time records after
8 the fact; however, those hours were never properly recorded or paid. On
9 average, Plaintiff estimates that she worked approximately 20 hours of off-
10 the-clock time per week, and she would often continue working until as late
11 as 8:00 p.m. to 12:00 a.m.; and/or

- 12 ii. failed to pay for all hours worked and failed to pay some of this unpaid work
13 at the overtime rate, as required; and/or
14 iii. required them to continue working during unpaid meal and rest periods;
15 and/or
16 iv. failed to maintain accurate records of the hours worked; and/or
17 v. failed to pay employee for on call/stand-by time.

18 (b) Failing to provide employees with timely and duty-free meal periods; for
19 example, Defendants:

- 20 i. required employees to work in excess of five consecutive hours a day
21 without providing a 30-minute, uninterrupted, and duty-free meal period for
22 every five hours of work; and/or

23 continued to assert control over employees by requiring, pressuring, or encouraging them to
24 perform work tasks, which could not be completed without working in lieu of taking mandatory
25 meal periods; for example Plaintiff regularly missed meal breaks due to excessive workloads, back-
26 to-back meetings, and constant work interruptions. In fact, Defendants routinely scheduled
27 mandatory “stand-up” meetings during Plaintiff’s designated meal periods, and those meetings
28 would often continue until as late as 3:00 p.m. Plaintiff complained about these practices to the to

her supervisors, administrators, and to payroll employee Jose, who acted in an HR capacity, but no corrective action was taken. Even after meetings concluded, Plaintiff remained too busy to take uninterrupted meal breaks because coworkers would come into her office with urgent customer-related issues requiring immediate attention. On average, Plaintiff missed meal periods at least four out of every five workdays. Plaintiff did not clock out for meal periods because she frequently did not take them; however, payroll employee Jose informed Plaintiff that payroll would “automatically add” meal periods to her time records. Plaintiff was further told that Defendant could face penalties if compliant meal periods were not reflected on employee time records. As a result, Jose and other administrative personnel would later alter Plaintiff’s timecards to falsely indicate that Plaintiff had taken compliant meal periods before her fifth hour of work, despite knowing she had not. Plaintiff never received legally required meal period premium payments, and Defendant nevertheless deducted thirty minutes per day from her hours worked for purported meal breaks she did not actually receive. Additionally, Plaintiff was required to carry and monitor her personal cell phone at all times, including during meal and rest periods. Supervisors and patients’ family members would regularly contact Plaintiff during breaks with work-related questions, requests for updates, and instructions. If Plaintiff did not answer immediately, callers would repeatedly contact her until she responded, and Plaintiff was reprimanded during weekly Monday meetings for failing to answer calls promptly. As a result, Plaintiff understood that she was expected to remain on duty and available during her purported break periods.; and/or

iv. interrupted Plaintiff’s meal periods; and/or denied employees permission to take a meal period] and/or

v. prohibited Plaintiff from leaving the premises for meal periods] and/or

vi. denied employees permission to take second meal period] and/or

vii. failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.

(c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants:

i. required employees to work in excess of four consecutive hours a day

- 1 without Defendants authorizing and permitting them to take a 10-minute,
2 uninterrupted, duty-free rest period for every four hours of work (or major
3 fraction of four hours); and/or
- 4 ii. failed to compensate employees for rest periods that were not authorized or
5 permitted; and/or
- 6 iii. continued to assert control over employees by requiring, pressuring, or
7 encouraging them to perform work tasks which could not be completed
8 without working in lieu of taking mandatory rest periods.
- 9 (d) Failing to indemnify employees for work-related expenses, such as having
10 to use Plaintiff's personal cell phone, internet service, and personal vehicle,
11 including mileage incurred, for work-related communications, all without
12 reimbursement.
- 13 (e) Failing to provide employees with accurate, itemized wage statements
14 containing all the information required by the Labor Code and IWC Wage
15 Orders, such as the legal employing entity's address, rest/meal break
16 premiums, the remaining paid sick leave balance, and all wages for all hours
17 worked, among other things.
- 18 (f) Failing to provide paid sick leave as required by Lab. Code §§ 245.5-248.5.
- 19 (g) Failing to timely pay employees their final wages due upon separation of
20 employment, including, but not limited to, all expenditures, minimum
21 wages, straight time wages, overtime wages, meal and rest period premium
22 wages.
- 23 (h) Falsifying and/or altering time records to avoid paying all hours worked,
24 overtime rates, and meal and rest break penalties as required Lab. Code
25 §§1174(d), 1198. For example, Plaintiff regularly worked overtime hours
26 and initially attempted to accurately record those hours on her time records.
27 However, Plaintiff was repeatedly instructed by Defendants not to record her
28 overtime hours and instead to clock out around 5:30 p.m., despite continuing

1 to perform work thereafter. Plaintiff was assured by supervisors and payroll
2 personnel that her additional time would later be manually added to her time
3 records and compensated appropriately. Despite these representations,
4 Defendants failed to record or pay Plaintiff for all overtime hours worked.
5 As a result, Plaintiff eventually began manually recording her overtime
6 hours herself, which caused supervisors and management to become upset
7 and discourage her from accurately reporting all time worked. Plaintiff
8 regularly submitted her own notes and records reflecting the overtime hours
9 she worked; however, Defendants and their supervisors relied on their own
10 timekeeping practices and systems, which failed to accurately reflect
11 Plaintiff's actual hours worked, including off-the-clock work, missed meal
12 and rest periods, and overtime hours. Upon information and belief,
13 Respondents altered, edited, and/or manipulated Plaintiff's time records to
14 create the false appearance of compliance with California wage-and-hour
15 laws while avoiding payment of all wages owed.

- 16 (i) Failing to produce requested employment records.
17 (j) Failing to timely pay wages during employment in violation of §204 of Lab.
18 Code.

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

23 24. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class
24 suffered injury because, among other things:

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum, straight time, overtime, meal period premium, and rest period
27 premium wages, even though they were entitled;
28 (b) the violations led them to believe that they had been paid the minimum,

1 straight time, overtime, meal period premium, and rest period premium
2 wages, even though they had not been;

3 (c) the violations led them to believe they were not entitled to be paid minimum,
4 straight time, overtime, meal period premium, and rest period premium
5 wages at the correct California rate even though they were entitled;

6 (d) the violations led them to believe they had been paid minimum, straight time,
7 overtime, meal period premium, and rest period premium wages at the
8 correct California rate even though they had not been;

9 (e) the violations hindered them from determining the amounts of minimum,
10 straight time, overtime, meal period premium, and rest period premium
11 wages owed to them;

12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;

17 (g) by understating the wages truly due to them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits; and,

20 (h) the wage statements inaccurately understated the wages, hours, and wage
21 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
22 Class were paid less than the wages and wage rates to which they were
23 entitled.

24 25. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code §
25 226(e) and injunctive relief under Labor Code § 226(h).

26 **CLASS ACTION ALLEGATIONS**

27 26. Plaintiff brings certain claims individually, as well as on behalf of each and all other
28 persons similarly situated, and thus, seeks class certification under California Code of Civil

1 Procedure section 382.

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

4 28. The proposed Class consists of and is defined as:

5 All persons who worked for any Defendant in California as an hourly-paid or
6 non-exempt employee at any time during the period beginning four years before
7 the filing of the initial complaint in this action and ending on the first day of trial
in this matter.

8 29. At all material times, Plaintiff was a member of the Class.

9 30. Plaintiff undertook this concerted activity to improve the wages and working
10 conditions of all Class Members.

11 31. There is a well-defined community of interest in the litigation and the Class is
12 readily ascertainable:

13 (a) Numerosity: The members of the Class (and each subclass, if any) are so
14 numerous that joinder of all members would be unfeasible and impractical.
15 The membership of the entire Class is unknown to Plaintiff at this time;
16 however, the Class is estimated to be greater than one hundred (100)
17 individuals and the identity of such membership is readily ascertainable by
18 inspection of Defendants' records.

19 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
20 the interests of each Class Member with whom there is a shared, well-
21 defined community of interest, and Plaintiff's claims are typical of all Class
22 Members' claims as demonstrated herein.

23 (c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect
24 the interests of each Class Member with whom there is a shared, well-
25 defined community of interest and typicality of claims, as demonstrated
26 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
27 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
28 rules governing class action discovery, certification, and settlement.

Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

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

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

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

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to indemnify Class Members for expenditures
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to provide Class Members with timely final wages;
- (g) Failed to timely pay wages during employment in violation of §204 of Lab. Code; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. 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.

34. 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. 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 contemplates 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 and Straight Time Wages for All Hours Worked)

35. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

36. "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.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Plaintiff's supervisor, Bill Arellanas, frequently called Plaintiff while she was driving to and from work to discuss work-related matters, provide instructions for the day, and assign tasks. Plaintiff was also required to carry and monitor her personal cell phone at all times, including during meal and rest breaks. Supervisors, including Bill Arellanas and Martha, as well as patients' family members, regularly contacted Plaintiff with work-related questions, requests for updates, and instructions. If Plaintiff did not answer immediately, callers would repeatedly contact her until she responded. Plaintiff was further reprimanded during weekly Monday meetings, in front of her team, for failing to answer calls promptly. As a result, Plaintiff understood that she was expected to remain available and monitor her phone at all times, including outside of scheduled working hours. Plaintiff also regularly received work-related calls and assignments after hours, often being told that the matters were "important" and could not wait until the following day. Despite performing this work, Plaintiff was not clocked in or otherwise compensated for the time spent working off-the-clock. Additionally, Plaintiff experienced ongoing issues clocking in through Defendant's fingerprint timekeeping system. Plaintiff was instructed by Bill Arellanas and payroll employee, Jose, that her off-the-clock hours would be manually added to her time records after the fact; however, those hours were never properly recorded or paid. On average, Plaintiff estimates that she worked approximately 20 hours of off-the-clock time per week, and she would often continue working until as late as 8:00 p.m. to 12:00 a.m. In addition, Defendants failed to pay employee for on call/stand-by time. Defendants also required Plaintiff to perform work during uncompensated meal periods and rest periods. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

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

39. 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.

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

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

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

44. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

45. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek. For purposes of computing the overtime rate of compensation required to be paid to a non-exempt full time salaried employee, the employee's regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th of the employee's daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary. (Lab. Code §515(d))

1 46. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt
2 employees and regularly worked more than eight hours in a workday and/or more than forty (40)
3 hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194,
4 and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime
5 hours worked as required under the foregoing provision of the California Labor Code and IWC
6 Wage Order by, among other things: Plaintiff regularly worked overtime hours and initially
7 attempted to accurately record those hours on her time records. However, Plaintiff was repeatedly
8 instructed by Defendants not to record her overtime hours and instead to clock out around 5:30
9 p.m., despite continuing to perform work thereafter. Plaintiff was assured by supervisors and
10 payroll personnel that her additional time would later be manually added to her time records and
11 compensated appropriately. Despite these representations, Defendants failed to record or pay
12 Plaintiff for all overtime hours worked. As a result, Plaintiff eventually began manually recording
13 her overtime hours herself, which caused supervisors and management to become upset and
14 discourage her from accurately reporting all time worked. Plaintiff regularly submitted her own
15 notes and records reflecting the overtime hours she worked; however, Defendants and their
16 supervisors relied on their own timekeeping practices and systems, which failed to accurately
17 reflect Plaintiff's actual hours worked, including off-the-clock work, missed meal and rest periods,
18 and overtime hours. Upon information and belief, Respondents altered, edited, and/or manipulated
19 Plaintiff's time records to create the false appearance of compliance with California wage-and-
20 hour laws while avoiding payment of all wages owed. Defendants are liable for failing to pay
21 overtime at one and one-half or double the regular rate of pay; miscalculating the regular rate of
22 pay by failing to include all remuneration in addition to employees base hourly pay; requiring,
23 permitting or suffering Plaintiff to work off the clock including time on-call; requiring, permitting
24 or suffering Plaintiff to work through meal and rest breaks but not compensating them for this time
25 and failing to include this time in their hours worked; illegally and inaccurately recording time in
26 which Plaintiff worked; and failing to properly maintain Plaintiff's records;

27 47. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
28 overtime compensation for the hours they have worked in excess of eight (8) hours in a workday

1 and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

2 48. By virtue of Defendants' unlawful failure to pay additional premium rate
3 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
4 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
5 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
6 according to proof at trial.

7 49. By failing to keep adequate time records required by Labor Code § 1174(d),
8 Defendants have made it difficult to calculate the full extent of overtime compensation due to
9 Plaintiff and the Class.

10 50. Plaintiff and the Class also request recovery of overtime compensation according to
11 proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the
12 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
13 and/or other statutes.

14 51. Labor Code § 204 requires employers to provide employees with all wages due and
15 payable twice a month. The Wage Orders also provide that every employer shall pay to each
16 employee, on the established payday for the period involved, overtime wages for all overtime hours
17 worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all
18 compensation due, in violation of Labor Code § 204.

19 **THIRD CAUSE OF ACTION**

20 **(Against All Defendants for Failure to Provide Meal Periods)**

21 52. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
22 paragraphs.

23 53. California law requires an employer to provide an employee an uninterrupted meal
24 period of no less than thirty minutes before the end of a five-hour work period during which
25 employees are relieved of all duties. A second meal period of not less than 30 minutes is required
26 if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11;
27 *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal
28 period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free

1 to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp.*
2 *v. Superior Court*, *supra*, at 1036.) An employer must relinquish control over their activities,
3 permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or
4 discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved
5 of all duty during a meal period, the meal period shall be considered an “on duty” meal period and
6 counted as time worked. (*Id.* at p. 1035.) “An employer may not undermine a formal policy of
7 providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.
8 (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v.*
9 *Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy
10 that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*
11 (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced
12 through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do
13 not countenance an employer's exerting coercion against the taking of, creating incentives to forgo,
14 or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

15 54. If an employer fails to provide an employee a meal period in accordance with the
16 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for
17 each workday that a legally required meal period was not timely provided or was not duty-free.
18 (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an
19 employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.*
20 (2022) 13 Cal.5th 93.)

21 55. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-
22 minute meal period for each five-hour period of work as required under the foregoing provisions
23 of the California Labor Code and IWC Wage Order. For example, Plaintiff regularly missed meal
24 breaks due to excessive workloads, back-to-back meetings, and constant work interruptions. In
25 fact, Defendants routinely scheduled mandatory “stand-up” meetings during Plaintiff’s designated
26 meal periods, and those meetings would often continue until as late as 3:00 p.m. Plaintiff
27 complained about these practices to the to her supervisors, administrators, and to payroll employee
28 Jose, who acted in an HR capacity, but no corrective action was taken. Even after meetings

1 concluded, Plaintiff remained too busy to take uninterrupted meal breaks because coworkers would
2 come into her office with urgent customer-related issues requiring immediate attention. On
3 average, Plaintiff missed meal periods at least four out of every five workdays. Plaintiff did not
4 clock out for meal periods because she frequently did not take them; however, payroll employee
5 Jose informed Plaintiff that payroll would “automatically add” meal periods to her time records.
6 Plaintiff was further told that Defendant could face penalties if compliant meal periods were not
7 reflected on employee time records. As a result, Jose and other administrative personnel would
8 later alter Plaintiff’s timecards to falsely indicate that Plaintiff had taken compliant meal periods
9 before her fifth hour of work, despite knowing she had not. Plaintiff never received legally required
10 meal period premium payments, and Defendants nevertheless deducted thirty minutes per day from
11 her hours worked for purported meal breaks she did not actually receive. Additionally, Plaintiff
12 was required to carry and monitor her personal cell phone at all times, including during meal and
13 rest periods. Supervisors and patients’ family members would regularly contact Plaintiff during
14 breaks with work-related questions, requests for updates, and instructions. If Plaintiff did not
15 answer immediately, callers would repeatedly contact her until she responded, and Plaintiff was
16 reprimanded during weekly Monday meetings for failing to answer calls promptly. As a result,
17 Plaintiff understood that she was expected to remain on duty and available during her purported
18 break periods. In fact, Defendants engaged in the illegal practice of altering timekeeping records
19 by adjusting the time in the system, which did not reflect the accurate hours worked and meal/rest
20 breaks taken. By their failure to permit and authorize Plaintiff and the Class to take all meal periods
21 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
22 these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code §
23 226.7 and the applicable Wage Orders.

24 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of
25 additional wages for each workday they were not provided with all required meal period(s), plus
26 interest thereon.

27 ///

28 ///

FOURTH CAUSE OF ACTION

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

57. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

58. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

59. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. Plaintiff was not provided compliant rest periods as required by California law. Due to the volume of work assigned and Respondents' expectations, Plaintiff did not have sufficient time to take uninterrupted rest breaks. If Plaintiff attempted to step away from work or take a brief break, supervisors and coworkers would question why she was leaving her workspace, "standing around," or taking downtime. As a result, Plaintiff understood that taking rest breaks was discouraged and incompatible with Defendants' productivity expectations. Plaintiff does not

1 believe she was ever provided a compliant first or second rest break during her employment. In
2 fact, Plaintiff was never informed that she was legally entitled to paid rest periods. Instead, Plaintiff
3 remained on duty throughout the workday responding to work demands, customer issues,
4 supervisor inquiries, and other job-related responsibilities without being relieved of all duties.

5 61. By their failure to permit and authorize Plaintiff and the Class to take rest periods
6 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
7 these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code §
8 226.7 and the applicable Wage Orders.

9 62. Under California law, Plaintiff and the Class are entitled to be paid one hour of
10 premium wages rate for each workday they were not provided with all required rest break(s), plus
11 interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

14 63. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
15 paragraphs.

16 64. Plaintiff and the Class were required to incur substantial necessary expenditures and
17 losses in direct consequence of the discharge of their duties or of their obedience to directions of
18 Defendants. For example, Plaintiff was required to carry and monitor her personal cell phone at
19 all times, including during meal and rest periods, in order to remain available for work-related
20 communications. Supervisors and patients' family members would regularly contact Plaintiff with
21 work-related questions, requests for updates, and instructions regarding patient care and
22 operational matters. If Plaintiff did not answer calls immediately, callers would repeatedly contact
23 her until she responded, and Plaintiff was reprimanded during weekly Monday meetings in front
24 of her team for failing to answer promptly. As a result, Plaintiff understood that she was required
25 to continuously monitor and use her personal cell phone for work purposes. Additionally, Plaintiff
26 was required to use her personal vehicle for work-related travel at the direction of her supervisors.
27 For example, Plaintiff's supervisor instructed her to transport and deliver supplies between various
28 facilities within the Advanced Rehab system and to deliver packages directly to patients' homes.

1 These assignments included trips such as driving from Tustin to Long Beach and other comparable
2 travel throughout Southern California. Plaintiff estimates that she drove approximately 40 work-
3 related miles per week using her personal vehicle, for which she was not fully reimbursed.

4 65. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiff
5 and the Class for necessary expenditures and losses incurred in direct consequence of the discharge
6 of their duties or of their obedience to directions of Defendants, including, but not limited to, the
7 use of Plaintiff's personal cell phone and vehicle, including incurred mileage that was not properly
8 compensated, for work-related purposes, all without reimbursement.

9 66. As a result, Plaintiff and the Class were damaged at least in the amounts of the
10 expenses they paid, or which were deducted by Defendants from their wages.

11 67. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
12 of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

13 **SIXTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Provide and Maintain** 15 **Accurate and Compliant Wage Records)**

16 68. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
17 paragraphs.

18 69. At all material times set forth herein, Labor Code § 226(a) provides that every
19 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
20 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by
21 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
22 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
23 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
24 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
25 and the last four digits of his or her social security number or an employee identification number
26 other than a social security number, (8) the name and address of the legal entity that is the
27 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

1 70. Defendants have intentionally and willfully failed to provide employees with
2 complete and accurate wage statements compliant with these Labor Code sections. For example,
3 Plaintiff's paystubs do not list the accurate rest/meal break premiums, and all wages for all hours
4 worked, among other things.

5 71. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiff and the Class
6 have suffered injury and damage to their statutorily protected rights.

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

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

16 74. Plaintiff and the Class are entitled to recover from Defendants the greater of their
17 actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
18 penalty not exceeding four thousand dollars (\$4,000) per employee.

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

21 **SEVENTH CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Pay Wages of**
23 **Discharged Employees – Waiting Time Penalties)**

24 76. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
25 paragraphs.

26 77. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
28 immediately, and that if an employee voluntarily leaves his or her employment, his or her wages

1 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
2 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
3 employee is entitled to his or her wages at the time of quitting.

4 78. Within the applicable statute of limitations, the employment of many other members
5 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other
6 member will be. However, during the relevant time period, Defendants failed, and continue to fail
7 to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code
8 §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
9 Defendants' employ.

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

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

17 81. The Class is entitled to recover from Defendants their additionally accruing wages
18 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
19 pursuant to Labor Code § 203.

20 82. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an
21 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

22 **EIGHTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Timely Pay Wages During Employment)**

24 83. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
25 paragraphs.

26 84. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
28 Plaintiff and Class Members during their employment.

1 85. At all times relevant herein set forth, Labor Code section 204 provides that all wages
2 earned by any person in any employment between the first (1st) and the fifteenth (15th) days,
3 inclusive, of any calendar month, other than those wages due upon termination of an employee,
4 are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month
5 during which the labor was performed.

6 86. At all times relevant herein, Labor Code section 204 provides that all wages earned
7 by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any
8 calendar month, other than those wages due upon termination of an employee, are due and payable
9 between the first (1st) and the tenth (10th) day of the following month.

10 87. At all times relevant herein, Labor Code section 204 provides that all wages earned
11 for labor in excess of the normal work period shall be paid no later than the payday for the next
12 regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides
13 that the requirements of this section are deemed satisfied by the payment of wages for weekly,
14 biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days
15 following the close of the payroll period.

16 88. During the relevant time period, Defendants willfully failed to pay Plaintiff and
17 Class Members all wages due including, but not limited to, overtime wages, minimum wages,
18 and/or meal and rest period premiums, within the time periods specified by California Labor Code
19 section 204.

20 89. Defendants' failure to pay Plaintiff and Class Members all wages due violates Labor
21 Code section 204. Plaintiff and Class Members are therefore entitled to recover from Defendants
22 the statutory penalty wages pursuant to California Labor Code section 210.

23 **NINTH CAUSE OF ACTION**

24 **(Against All Defendants for Violations of California**
25 **Business & Professions Code §§ 17200, et seq.)**

26 90. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
27 paragraphs.
28

1 91. Defendants, and each of them, are “persons” as defined under California Business
2 & Professions Code § 17201.

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

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

10 94. A violation of California Business & Professions Code §§ 17200, et seq. may be
11 predicated on the violation of any state or federal law. All of the acts described above in the
12 foregoing causes of action are unlawful and in violation of public policy; and are immoral,
13 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
14 fraudulent business practices in violation of California Business & Professions Code §§ 17200, et
15 seq.

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

20 96. Plaintiff and the Class Members suffered monetary injury as a direct result of
21 Defendants’ wrongful conduct.

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

28 98. 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.

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

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

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

TENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

WHEREFORE, Plaintiff, on behalf of the State of California and all aggrieved employees, prays for judgment against Defendants as follows:

102. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

1 103. At all relevant times, Defendants were subject to the California Labor Code and the
2 applicable Industrial Welfare Commission Wage Orders.

3 104. Plaintiff brings this cause of action as an aggrieved employee, individually and as a
4 representative on behalf of the State of California and all other current and former aggrieved
5 employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections
6 2698 et seq.

7 105. Plaintiff exhausted the administrative prerequisites to the commencement of this
8 action as required by Labor Code section 2699.3. On May 22, 2026, Plaintiff submitted written
9 notice by online filing to the California Labor and Workforce Development Agency (“LWDA”)
10 and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to
11 have been violated, along with the facts and theories supporting those violations. Plaintiff paid the
12 required filing fee. The LWDA assigned this matter Case No. LWDA-CM-1179355-26.

13 106. The sixty-five (65) day statutory period for LWDA review elapsed on July 27, 2026
14 without the LWDA providing notice of its intent to investigate. Accordingly, Plaintiff satisfied the
15 administrative exhaustion requirements of Labor Code section 2699.3 and is authorized to pursue
16 civil penalties under PAGA.

17 107. The statute of limitations applicable to the PAGA claims was tolled during the
18 period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

19 108. The Labor Code violations alleged in this cause of action are the same violations
20 identified in Plaintiff’s LWDA notice and arise from Defendants’ uniform policies, practices, and
21 course of conduct applicable to Plaintiff and other aggrieved employees. Plaintiff seeks to recover
22 civil penalties for all such violations experienced by Plaintiff and other aggrieved employees
23 during the PAGA period.

24 109. Plaintiff has standing to pursue civil penalties for the violations alleged herein
25 because Plaintiff was employed by Defendants during the PAGA period and personally
26 experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose
27 from Defendants’ uniform policies and practices and affected Plaintiff and other aggrieved
28

employees in the same or similar manner, and were not the result of isolated or employee-specific circumstances.

110. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections 201–204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, and 2802.

111. Defendants’ violations were willful, knowing, and systematic, and resulted from company-wide policies and practices. Upon information and belief, such violations continued during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing Defendants to ongoing civil penalties.

112. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff seeks recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific civil penalty is provided, together with all other relief available under PAGA.

113. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor Code section 2699(m).

114. Plaintiff further seeks reasonable attorneys’ fees and costs pursuant to Labor Code section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

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

CLASS CERTIFICATION

1. That this action be certified as a class action with respect the first through nine causes of action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

1 1. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order
3 by willfully failing to pay minimum wages and/or straight time wages to Plaintiff and Class
4 Members;
5

6 2. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 3. For pre-judgment interest on any unpaid compensation from the date such amounts
9 were due, or as otherwise provided by law;

10 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
11 California Labor Code section 1194(a);

12 5. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

AS TO THE SECOND CAUSE OF ACTION

14 1. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay
16 all overtime wages due to Plaintiff and Class Members;
17

18 2. For general unpaid wages at overtime wage rates and such general and special
19 damages as may be appropriate;

20 3. For pre-judgment interest on any unpaid overtime compensation commencing from
21 the date such amounts were due, or as otherwise provided by law;

22 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code section 1194(a); and

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

AS TO THE THIRD CAUSE OF ACTION

25 1. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
27 willfully failing to provide all meal periods to Plaintiff and Class Members;
28

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE FOURTH CAUSE OF ACTION

1. That That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

2. For unpaid business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For all unpaid wages, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

4. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

5. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE EIGHTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their employment;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For statutory penalties according to proof pursuant to California Labor Code section 210;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE NINTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiff and Class Members all overtime wages due to them, failing to provide Plaintiff and Class Members all minimum wages due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and Class Members, failing to timely pay Plaintiff and Class Members all earned wages during employment, and failing to reimburse Plaintiff and Class Members for

business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

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

3. For the appointment of a receiver to receive, manage and distribute 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.; and

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.

AS TO THE TENTH CAUSE OF ACTION

1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violations of the California Labor Code identified in the LWDA notice;

2. For default civil penalties pursuant to Labor Code section 2699(f) for violations of the Labor Code for which no specific civil penalty is provided;

3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to the aggrieved employees, pursuant to Labor Code section 2699(m);

4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

5. For interest as permitted by law;

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

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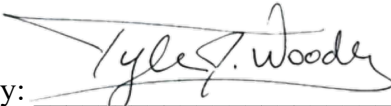
AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and
2. For such other and further relief as the Court may deem equitable and appropriate.

Respectfully submitted,

Dated: August 10, 2026

WILSHIRE LAW FIRM

By: 

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

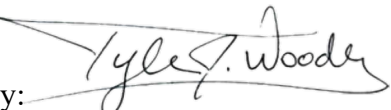
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: August 10, 2026

WILSHIRE LAW FIRM

By: 

Tyler Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

Attorneys for Plaintiffs

PROOF OF SERVICE

Alvarez v. 2210 Santa Ana OPCO, LLC
30-2026-01572455-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Manuel Martinez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017. My electronic service address is manny.martinez@wilshirelawfirm.com.

On September 9, 2026, I served the foregoing, **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by the following methods of service:

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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on September 9, 2026 at Los Angeles, California.


Manuel Martinez