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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ROSE TRAMMELL, an individual, on behalf
of herself and all others similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

COMPASSUS PROVIDENCE HOLDINGS,
LLC, a Delaware limited liability company,
and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: CVRI2603013

**FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES**

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

10. Violation of California Business & Professions Code § 17200, *et seq.*; and
11. Civil Penalties Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ROSE TRAMMELL (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorney General Act, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, *et seq.* The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Riverside. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Riverside.

5. Plaintiff was employed by Defendants and the violations alleged herein were

1 committed against him during his employment. Plaintiff is therefore an "aggrieved employee"
2 within the meaning of California Labor Code section 2699(c), which defines an aggrieved
3 employee as any person who was employed by the alleged violator and against whom one or more
4 of the alleged violations was committed.

5 6. On May 11, 2026, Plaintiff provided written notice, by online submission to the
6 Labor and Workforce Development Agency ("LWDA") and by U.S. certified mail to Defendants,
7 of the specific provisions of the California Labor Code alleged to have been violated, including
8 the facts and theories in support of those allegations, as required by California Labor Code section
9 2699.3(a)(1).

10 7. More than sixty-five (65) calendar days have passed since the postmark date of
11 Plaintiff's notice, and the LWDA has not provided notice to Plaintiff or to Defendants of its intent
12 to investigate the alleged violations, nor has the LWDA issued any other response. Plaintiff has
13 therefore satisfied the administrative exhaustion requirements of California Labor Code section
14 2699.3(a)(2)(A), and may commence this civil action to recover civil penalties under California
15 Labor Code section 2699 for the violations described in this Complaint.

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

22 9. Plaintiff brings the Eleventh Cause of Action as a representative action under the
23 California Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to
24 her, the State of California, and past and present non-exempt employees employed by
25 Defendants in the State of California during the statute of limitations period for her PAGA claim
26 (hereinafter referred to as the "Aggrieved Employees").

PARTIES

10. Plaintiff ROSE TRAMMELL is an individual residing in the State of California, County of Riverside.

11. Defendant COMPASSUS PROVIDENCE HOLDINGS, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Riverside.

12. At all relevant times, Defendant COMPASSUS PROVIDENCE HOLDINGS, LLC, was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

13. At all times herein relevant, Defendants COMPASSUS PROVIDENCE HOLDINGS, LLC and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in- interest, co-conspirators, and/or assigns each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

14. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff, the Class, and the Aggrieved Employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

15. Defendant COMPASSUS PROVIDENCE HOLDINGS, LLC and DOES 1 to 50 will hereinafter collectively be referred to as “Defendants.”

16. Plaintiff further alleges that Defendants directly or indirectly controlled or affected

1 the working conditions, wages, working hours, and conditions of employment of Plaintiff, the
2 Class, and the Aggrieved Employees so as to make each of said Defendants' employers liable
3 under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 17. Plaintiff brings this action on his own behalf and on behalf of all other members
6 of the general public similarly situated and, thus, seeks class certification under California Code
7 of Civil Procedure section 382.

8 18. The proposed class is defined as follows:

9 **Class:** All current and former hourly-paid or non-exempt employees who worked
10 for any of the Defendants within the State of California at any time during the
11 period from four years preceding the filing of this Complaint to final judgment.

12 **Subclass A:** All class members who were subject to Defendants' practice of
13 rounding time recorded for purposes of calculating compensation for time
14 worked or for calculating meal periods.

15 19. Plaintiff reserves the right to establish additional subclasses as appropriate.

16 20. The class is ascertainable, and there is a well-defined community of interest in the
17 litigation:

18 a. Numerosity: The class members are so numerous that joinder of all class
19 members is impracticable. The membership of the entire class is unknown
20 to Plaintiff at this time; however, the class is estimated to be greater than
21 fifty (50) individuals, and the identity of such membership is readily
22 ascertainable by inspection of Defendants' employment records.

23 b. Typicality: Plaintiff's claims are typical of all of the Class as demonstrated
24 herein. Plaintiff will fairly and adequately protect the interests of the Class
25 with whom he has a well-defined community of interest.

26 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
27 class member, with whom he has a well-defined community of interest and
28 typicality of claims, as demonstrated herein. Plaintiff has no interest that

1 is antagonistic to the Class. Plaintiff's attorneys, the proposed class
2 counsel, are versed in the rules governing class action discovery,
3 certification, and settlement. Plaintiff has incurred, and during the
4 pendency of this action will continue to incur, costs and attorneys' fees that
5 have been, are, and will be necessarily expended for the prosecution of this
6 action for the substantial benefit of each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action
11 will advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid
13 to assert their rights out of fear of direct or indirect retaliation. However,
14 class actions provide the class members who are not named in the
15 complaint anonymity that allows for the vindication of their rights.

16 21. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common questions
18 of law or fact, among others, exist as to the members of the class:

- 19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the California Labor Code was willful;
- 21 b. Whether Defendants had a corporate policy and practice of failing to pay
22 their hourly-paid or non-exempt employees within the State of California
23 for all hours worked and missed (short, late, interrupted, and/or missed
24 altogether) meal periods and rest breaks in violation of California law;
- 25 c. Whether Defendants required Plaintiff and the Class to work over eight
26 (8) hours per day and/or over forty (40) hours per week and failed to pay
27 the legally required overtime compensation to Plaintiff and the Class;
- 28 d. Whether Defendants deprived Plaintiff and the Class of meal and/or rest

1 periods or required Plaintiff and the Class to work during meal and/or rest
2 periods without compensation;

3 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
4 Class for all hours worked;

5 f. Whether Defendants failed to pay all wages due to Plaintiff and the Class
6 within the required time upon their discharge or resignation;

7 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
8 the Class during their employment;

9 h. Whether Defendants complied with wage reporting as required by the
10 California Labor Code, including, *inter alia*, section 226;

11 i. Whether Defendants kept complete and accurate payroll records as
12 required by the California Labor Code, including, *inter alia*, section
13 1174(d);

14 j. Whether Defendants failed to reimburse Plaintiff and the Class for
15 necessary business-related expenses and costs;

16 k. Whether Defendants' conduct was willful or reckless;

17 l. Whether Defendants engaged in unfair business practices in violation of
18 California Business & Professions Code section 17200, *et seq.*;

19 m. The appropriate amount of damages, restitution, and/or monetary
20 penalties resulting from Defendants' violation of California law; and

21 n. Whether Plaintiff and the Class are entitled to compensatory damages
22 pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 22. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,
25 and the Aggrieved Employees as hourly-paid or non-exempt employees within the State of
26 California, including the County of Riverside.

27 23. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
28 exempt employee from approximately November 2025 through the present in the State of

1 California, County of Riverside.

2 24. Defendants hired Plaintiff, the Class, and the Aggrieved Employees, classified
3 them as hourly-paid or non-exempt employees, and failed to compensate them for all hours
4 worked and missed meal periods and/or rest breaks.

5 25. Defendants had the authority to hire and terminate Plaintiff, the Class, and the
6 Aggrieved Employees, to set work rules and conditions governing Plaintiff's and the Class'
7 employment, and to supervise their daily employment activities.

8 26. Defendants exercised sufficient authority over the terms and conditions of
9 Plaintiff's, the Class', and the Aggrieved Employees' employment for them to be joint employers
10 of Plaintiff and the Class.

11 27. Defendants directly hired and paid wages and benefits to Plaintiff, the Class, and
12 the Aggrieved Employees.

13 28. Defendants continue to employ hourly-paid or non-exempt employees within the
14 State of California.

15 29. Plaintiff, the Class, and the Aggrieved Employees, worked over eight (8) hours in
16 a day and/or forty (40) hours in a week during their employment with Defendants.

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
19 employees within the State of California. This pattern and practice involved, *inter alia*, failing to
20 pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
21 in violation of California law.

22 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
24 receive certain wages for overtime compensation and that they were not receiving accurate
25 overtime compensation for all overtime hours worked.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff, the Class, and the Aggrieved Employees, all required rest and meal
28 periods during the relevant time period as required under the Industrial Welfare Commission

1 (“IWC”) Wage Orders, and, thus, they are entitled to any and all applicable penalties.

2 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
4 receive all meal periods or payment of one additional hour of pay at Plaintiff’s and the Class’
5 regular rate of pay when a meal period was missed, and they did not receive all meal periods or
6 payment of one additional hour of pay at Plaintiff’s and the Class’ regular rate of pay when a meal
7 period was missed.

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
9 or should have known that Plaintiff, the Class, and the Aggrieved Employees, were entitled to
10 receive all rest periods or payment of one additional hour of pay at Plaintiff’s, the Class’, and the
11 Aggrieved Employees’ regular rate of pay when a rest period was missed, and they did not receive
12 all rest periods or payment of one additional hour of pay at Plaintiff’s, the Class’, and the
13 Aggrieved Employees’ regular rate of pay when a rest period was missed.

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
15 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
16 receive at least minimum wages for compensation and that they were not receiving at least
17 minimum wages for all hours worked.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 rounded the work time recorded by Plaintiff, the Class, and the Aggrieved Employees in a manner
20 that was not fair and neutral on its face and/or that favored Defendants over time, resulting in
21 Plaintiff and the Class being underpaid for their time worked.

22 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
24 receive all wages owed to them upon discharge or resignation, including overtime and minimum
25 wages and meal and rest period premiums, and they did not receive all such wages owed to them
26 at the time of their discharge or resignation.

27 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
28 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to

1 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
2 Employees did not receive payment of all wages, including overtime and minimum wages and
3 meal and rest period premiums, within any time permissible under California Labor Code section
4 204.

5 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
7 receive complete and accurate wage statements in accordance with California law, but they did
8 not receive complete and accurate wage statements from Defendants. The deficiencies included,
9 *inter alia*, the failure to include the total number of hours worked by Plaintiff, the Class, and the
10 Aggrieved Employees and the complete and accurate name of the legal entity that was the
11 employer.

12 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Defendants had to keep complete and accurate payroll records for
14 Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but they did
15 not keep complete and accurate payroll records.

16 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
17 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
18 reimbursement for necessary business-related expenses.

19 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved
21 Employees pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented
23 to Plaintiff, the Class, and the Aggrieved Employees that they were properly denied wages, all in
24 order to increase Defendants' profits.

25 43. During the relevant time period, Defendants failed to pay overtime wages to
26 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked. Plaintiff, the
27 Class, and the Aggrieved Employees were required to work more than eight (8) hours per day
28 and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

1 44. During the relevant time period, Defendants failed to provide all requisite
2 uninterrupted meal and rest periods to Plaintiff, the Class, and the Aggrieved Employees.

3 45. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
4 the Aggrieved Employees at least minimum wages for all hours worked.

5 46. During the relevant time period, Defendants rounded the work time recorded by
6 Plaintiff, the Class, and the Aggrieved Employees in a manner that was not fair and neutral on its
7 face and/or that favored Defendants over time, resulting in Plaintiff, the Class, and the Aggrieved
8 Employees being underpaid for their time worked.

9 47. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
10 the Aggrieved Employees all wages owed to them upon discharge or resignation.

11 48. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
12 the Aggrieved Employees all wages within any time permissible under California law, including,
13 *inter alia*, California Labor Code section 204.

14 49. During the relevant time period, Defendants failed to provide complete or accurate
15 wage statements to Plaintiff, the Class, and the Aggrieved Employees.

16 50. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiff, the Class, and the Aggrieved Employees.

18 51. During the relevant time period, Defendants failed to reimburse Plaintiff, the
19 Class, and the Aggrieved Employees for all necessary business-related expenses and costs. This
20 included, but not limited to Defendants requirement for Plaintiff and the Class to use their
21 personal cell phone for work purposes.

22 52. During the relevant time period, Defendants failed to properly compensate
23 Plaintiff, the Class, and the Aggrieved Employees pursuant to California law in order to increase
24 Defendants' profits.

25 53. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
27 to him [or her] under this article."

28 54. The facts alleged above are also incorporated herein and form the basis for

1 Plaintiff's representative claim for civil penalties under the Private Attorneys General Act,
2 brought on behalf of herself, the State of California, and the Aggrieved Employees, as set forth
3 more fully below.

4 **FIRST CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 510 and 1198**

6 **(Against All Defendants)**

7 55. Plaintiff incorporates by reference each and every allegation set forth in all
8 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
9 effect as though fully set forth herein.

10 56. California Labor Code section 1198 and the applicable IWC Wage Order provide
11 that it is unlawful to employ persons without compensating them at a rate of pay either one-and-
12 one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number
13 of hours worked by the person on a daily or weekly basis.

14 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
15 were required to pay Plaintiff and the Class who worked more than eight (8) hours in a day or
16 forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in
17 excess of eight (8) hours in a day or forty (40) hours in a workweek.

18 58. The applicable IWC Wage Order further provides that Defendants are and were
19 required to pay Plaintiff and the Class overtime compensation at a rate of two times (2x) their
20 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

21 59. California Labor Code section 510 codifies the right to overtime compensation at
22 one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours
23 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
24 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
25 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

26 60. During the relevant time period, Plaintiff and the Class worked in excess of eight
27 (8) hours in a day and/or forty (40) hours in a week.

28 61. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiff and the Class.

2 62. Defendants' failure to pay Plaintiff and the Class the unpaid balance of overtime
3 compensation, as required by California laws, violates the provisions of California Labor Code
4 sections 510 and 1198.

5 63. Pursuant to California Labor Code section 1194, Plaintiff and the Class are entitled
6 to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

7 **SECOND CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 226.7 and 512(a)**

9 **(Against All Defendants)**

10 64. Plaintiff incorporates by reference each and every allegation set forth in all
11 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
12 effect as though fully set forth herein.

13 65. At all relevant times, the IWC Wage Order and California Labor Code sections
14 226.7 and 512(a) were applicable to Plaintiff's and the Class' employment by Defendants.

15 66. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any meal or rest period mandated by the
17 applicable IWC Wage Order.

18 67. At all relevant times, the applicable IWC Wage Order and California Labor Code
19 section 512(a) provide that an employer may not require, cause, or permit an employee to work
20 for a work period of more than five (5) hours per day without providing the employee with a meal
21 period of not less than thirty (30) minutes, except that if the total work period per day of the
22 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
23 both the employer and employee.

24 68. At all relevant times, the applicable IWC Wage Order and California Labor Code
25 section 512(a) further provide that an employer may not require, cause, or permit an employee to
26 work for a work period of more than ten (10) hours per day without providing the employee with
27 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
28 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual

consent of the employer and the employee, only if the first meal period was not waived.

69. During the relevant time period, Plaintiff and the Class, who were scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

70. During the relevant time period, Plaintiff and the Class, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

71. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the Class to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

72. During the relevant time period, Defendants failed to pay Plaintiff and the Class the full meal period premium due pursuant to California Labor Code section 226.7.

73. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

74. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the Class are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of compensation for each work day that a meal or rest period is not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

75. Plaintiff incorporates by reference each and every allegation set forth in all preceding paragraphs of this Complaint, and each and every part thereof with the same force and effect as though fully set forth herein.

76. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the Class' employment by Defendants.

77. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by the applicable
2 IWC Wage Order.

3 78. At all relevant times, the applicable IWC Wage Order provides that “[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable, shall be in the middle of each work period” and that the “rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours worked, or major fraction thereof,” unless the total daily work time is less than three and
8 one-half (3 ½) hours.

9 79. During the relevant time period, Defendants required Plaintiff and the Class to
10 work four (4) or more hours without authorizing or permitting a ten (10) minute net rest period
11 per each four (4) hour period worked.

12 80. During the relevant time period, Defendants willfully required Plaintiff and the
13 Class to work during rest periods and failed to pay Plaintiff and the Class the full rest period
14 premium for work performed during rest periods.

15 81. During the relevant time period, Defendants failed to pay Plaintiff and the Class
16 the full rest period premium due pursuant to California Labor Code section 226.7.

17 82. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
18 Code section 226.7.

19 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
20 226.7(c), Plaintiff and the Class are entitled to recover from Defendants one additional hour of
21 pay at the employees’ regular hourly rate of compensation for each work day that a rest period
22 was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

25 **(Against All Defendants)**

26 84. Plaintiff incorporates by reference each and every allegation set forth in all
27 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
28 effect as though fully set forth herein.

85. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

87. Defendants' failure to pay Plaintiff and the Class the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the Class are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

90. Plaintiff incorporates by reference each and every allegation set forth in all preceding paragraphs of this Complaint, and each and every part thereof with the same force and effect as though fully set forth herein.

1 case the employee is entitled to his or her wages at the time of quitting.

2 92. During the relevant time period, Defendants intentionally and willfully failed to
3 pay Plaintiff and the Class who are no longer employed by Defendants their earned and unpaid
4 wages within seventy-two (72) hours of their leaving Defendants' employ.

5 93. Defendants' failure to pay Plaintiff and the Class their earned and unpaid wages
6 within seventy-two (72) hours of their leaving Defendants' employ is in violation of California
7 Labor Code sections 201 and 202.

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

12 95. Plaintiff and the Class are entitled to recover from Defendants the statutory penalty
13 wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California
14 Labor Code section 203.

15 **SIXTH CAUSE OF ACTION**

16 **Violation of California Labor Code § 204**

17 **(Against All Defendants)**

18 96. Plaintiff incorporates by reference each and every allegation set forth in all
19 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
20 effect as though fully set forth herein.

21 97. At all times herein set forth, California Labor Code section 204 provides that all
22 wages earned by any person in any employment between the first and fifteenth day, inclusive of
23 any calendar month, other than those wages due upon termination of an employee, are due and
24 payable between the sixteenth and twenty-sixth day of the month during which the labor was
25 performed.

26 98. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the sixteenth and the last day, inclusive
28 of any calendar month, other than those wages due upon termination of an employee, are due and

payable between the first and tenth day of the following month.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the Class all wages due to them within any time period permissible under California Labor Code section 204.

101. Plaintiff and the Class are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

102. Plaintiff incorporates by reference each and every allegation set forth in all preceding paragraphs of this Complaint, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of

1 California.

2 104. Defendants have intentionally and willfully failed to provide Plaintiff and the other
3 Class with complete and accurate wage statements.

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

6 106. More specifically, Plaintiff and the Class have been injured by Defendants'
7 intentional and willful violation of California Labor Code section 226(a) because they were
8 denied both their legal right to receive, and their protected interest in receiving, accurate and
9 itemized wage statements pursuant to California Labor Code section 226(a).

10 107. Plaintiff and the Class are entitled to recover from Defendants the greater of their
11 actual damages caused by Defendants' failure to comply with California Labor Code section
12 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

13 108. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
14 with this section pursuant to California Labor Code section 226(h).

15 **EIGHTH CAUSE OF ACTION**

16 **Violation of California Labor Code § 1174(d)**

17 **(Against All Defendants)**

18 109. Plaintiff incorporates by reference each and every allegation set forth in all
19 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
20 effect as though fully set forth herein.

21 110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
22 central location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
27 than two years.

28 111. Defendants have intentionally and willfully failed to keep accurate and complete

1 payroll records showing the hours worked daily and the wages paid to Plaintiff and the Class.

2 112. As a result of Defendants' violation of California Labor Code section 1174(d),
3 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

4 113. More specifically, Plaintiff and the Class have been injured by Defendants'
5 intentional and willful violation of California Labor Code section 1174(d) because they were
6 denied both their legal right and protected interest in having available, accurate, and complete
7 payroll records pursuant to California Labor Code section 1174(d).

8 **NINTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 2800 and 2802**

10 **(Against All Defendants)**

11 114. Plaintiff incorporates by reference each and every allegation set forth in all
12 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
13 effect as though fully set forth herein.

14 115. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employee for all necessary expenditures incurred by the employee in direct
16 consequence of the discharge of his or her job duties or in direct consequence of his or her
17 obedience to the directions of the employer.

18 116. Plaintiff and the Class incurred necessary business-related expenses and costs
19 that were not fully reimbursed by Defendants. These included but were not limited to the use of
20 personal cell phones for work purposes and the use of personal automobiles to drive to visit
21 patients.

22 117. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
23 Class for all necessary business-related expenses and costs.

24 118. Plaintiff and the Class are entitled to recover from Defendants their business-
25 related expenses and costs incurred during the course and scope of their employment, plus interest
26 accrued from the date on which the employee incurred the necessary expenditures at the same
27 rate as judgments in civil actions in the State of California.

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code § 17200, *et seq.***

3 **(Against All Defendants)**

4 119. Plaintiff incorporates by reference each and every allegation set forth in all
5 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
6 effect as though fully set forth herein.

7 120. Defendants' conduct, as alleged herein, has been and continues to be unfair,
8 unlawful, and harmful to Plaintiff, the Class, to the general public, and Defendants' competitors.

9 121. Accordingly, Plaintiff seeks to enforce important rights affecting the public
10 interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities, as
11 alleged herein, are violations of California law and constitute unlawful business acts and practices
12 in violation of California Business & Professions Code section 17200, *et seq.*

13 122. A violation of California Business & Professions Code section 17200, *et seq.* may
14 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
15 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
16 paying them proper compensation violate California Labor Code sections 510 and 1198.
17 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
18 the Class, to work through their meal and rest periods without paying them proper compensation
19 violate California Labor Code sections 226.7 and 512(a).

20 123. Defendants' policies and practices of failing to pay minimum wages violate
21 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
22 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
23 sections 201, 202, and 204. Defendants also violated California Labor Code sections 226(a),
24 1174(d), 2800, and 2802.

25 124. As a result of the herein described violations of California law, Defendants
26 unlawfully gained an unfair advantage over other businesses.

27 125. Plaintiff and the Class have been personally injured by Defendants' unlawful
28 business acts and practices as alleged herein, including but not necessarily limited to the loss of

1 money and/or property.

2 126. Pursuant to California Business & Professions Code section 17200, *et seq.*,
3 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
4 during a period that commences four years preceding the filing of this Complaint, an award of
5 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
6 laws, and an award of costs.

7 **ELEVENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code § 17200, et seq.**

9 **(Against All Defendants)**

10 127. Plaintiff incorporates by reference each and every allegation set forth in all
11 preceding paragraphs of this Complaint, and each and every part thereof with the same force and
12 effect as though fully set forth herein.

13 128. At all times herein mentioned, Defendants were subject to the California Labor
14 Code and the applicable Industrial Welfare Commission Wage Orders.

15 129. California Labor Code section 2699(a) provides that any provision of the Labor
16 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency, or any of its departments, divisions, commissions, boards, agencies, or
18 employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or
20 former employees pursuant to the procedures specified in section 2699.3.

21 130. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
22 section 2699(c), as alleged above.

23 131. Plaintiff has satisfied the administrative exhaustion requirements of California
24 Labor Code section 2699.3, as alleged above. Plaintiff provided written notice by online
25 submission to the LWDA and by U.S. certified mail to Defendants on May 11, 2026, of the
26 specific provisions of the Labor Code alleged to have been violated, including the facts and
27 theories in support thereof. More than sixty-five (65) calendar days have passed since that notice,
28 and the LWDA has not indicated any intent to investigate the alleged violations. Plaintiff may

1 therefore commence this civil action to recover civil penalties under Labor Code section 2699 for
2 the violations described below.

3 **Failure to Pay Overtime**

4 132. Defendants' failure to pay legally required overtime wages to Plaintiff and the
5 Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a
6 violation of California Labor Code sections 510 and 1198.

7 **Failure to Pay Minimum Wages**

8 133. Defendants' failure to pay legally required minimum wages to Plaintiff and the
9 Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a
10 violation of California Labor Code sections 1194, 1197, and 1197.1.

11 **Failure to Provide Meal Periods**

12 134. Defendants' failure to provide legally required meal periods to Plaintiff and the
13 Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a
14 violation of California Labor Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 135. Defendants' failure to provide legally required rest periods to Plaintiff and the
17 Aggrieved Employees is in violation of the applicable IWC Wage Order and constitutes a
18 violation of California Labor Code section 226.7.

19 **Failure to Timely Pay Wages During Employment**

20 136. Defendants' failure to timely pay wages to Plaintiff and the Aggrieved Employees
21 during employment in accordance with Labor Code section 204 constitutes a violation of
22 California Labor Code section 204.

23 **Failure to Timely Pay Wages Upon Termination**

24 137. Defendants' failure to timely pay wages to Plaintiff and the Aggrieved Employees
25 upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of
26 California Labor Code sections 201 and 202.

27 **Failure to Provide Accurate Itemized Wage Statements**

28 138. Defendants' failure to provide complete and accurate wage statements to Plaintiff

1 and the Aggrieved Employees in accordance with Labor Code section 226(a) constitutes a
2 violation of California Labor Code section 226(a).

3 **Failure to Keep Accurate Payroll Records**

4 139. Defendants' failure to keep complete and accurate payroll records relating to
5 Plaintiff and the Aggrieved Employees in accordance with California Labor Code section 1174(d)
6 constitutes a violation of California Labor Code section 1174(d).

7 **Failure to Reimburse Necessary Business-Related Expenses**

8 140. Defendants' failure to reimburse Plaintiff and the Aggrieved Employees for
9 necessary business-related expenses and costs in accordance with California Labor Code sections
10 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

11 141. Pursuant to California Labor Code section 2699, Plaintiff, individually and on
12 behalf of all Aggrieved Employees, is entitled to recover civil penalties against Defendants,
13 including but not limited to:

- 14 a. Penalties under California Labor Code section 2699(f) in the amount of one
15 hundred dollars (\$100) for each aggrieved employee per pay period for the
16 initial violation, and two hundred dollars (\$200) for each aggrieved employee
17 per pay period for each subsequent violation, or for violations where there has
18 been a prior finding or determination that Defendants' policies or practices
19 were unlawful, or where Defendants' conduct was malicious, fraudulent, or
20 oppressive;
- 21 b. Penalties under the applicable IWC Wage Order and California Code of
22 Regulations, title 8, section 11010, et seq., in the amount of fifty dollars (\$50)
23 for each aggrieved employee per pay period for the initial violation, and one
24 hundred dollars (\$100) for each aggrieved employee per pay period for each
25 subsequent violation;
- 26 c. Penalties under California Labor Code section 210, in addition to and entirely
27 independent and apart from any other penalty provided in the Labor Code, in
28 the amount of one hundred dollars (\$100) for each aggrieved employee per pay

1 period for the initial violation, and two hundred dollars (\$200) for each
2 aggrieved employee per pay period for each subsequent violation; and
3 d. Any and all additional penalties and sums as provided by the California Labor
4 Code and/or other applicable statutes.

5 142. Pursuant to California Labor Code section 2699(m), civil penalties recovered shall
6 be distributed as follows: sixty-five percent (65%) to the Labor and Workforce Development
7 Agency for the enforcement of labor laws and education of employers and employees about their
8 rights and responsibilities, and thirty-five percent (35%) to the Aggrieved Employees.

9 143. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to
10 California Labor Code section 2699(g)(1), which provides that "any employee who prevails in
11 any action shall be entitled to an award of reasonable attorney's fees and costs."

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually, on behalf of other members of the general public
14 similarly situated, and on behalf of the State of California and Aggrieved Employees pursuant to
15 the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
16 severally, as follows:

17 **Class Certification**

18 1. That this action be certified as a class action;
19 2. That Plaintiff be appointed as the representative of the Class;
20 3. That counsel for Plaintiff be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most
22 current/last known contact information (address, e-mail, and telephone numbers) of all class
23 members.

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

25 5. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
27 all overtime wages due to Plaintiff and the Class;

28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194; and

6 9. For such other and further relief as the Court may deem just and proper.

7 **As to the Second Cause of Action**

8 10. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
10 provide all meal periods (including second meal periods) to Plaintiff and the Class;

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

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(c);

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

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the Court may deem just and proper.

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

22 17. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
24 periods to Plaintiff and the Class;

25 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
26 each employee's regular rate of compensation for each workday that a rest period was not
27 provided;

28 19. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 20. For premium wages pursuant to California Labor Code section 226.7(c);

3 21. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due; and

5 22. For such other and further relief as the Court may deem just and proper.

6 **As to the Fourth Cause of Action**

7 23. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
9 Plaintiff and the Class;

10 24. For general unpaid wages and such general and special damages as may be
11 appropriate;

12 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
13 Plaintiff and the Class in the amount as may be established according to proof at trial;

14 26. For pre-judgment interest on any unpaid compensation from the date such amounts
15 were due;

16 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Labor Code section 1194 (a);

18 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

19 29. For such other and further relief as the Court may deem just and proper.

20 **As to the Fifth Cause of Action**

21 30. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
23 time of termination of the employment of Plaintiff and the Class no longer employed by
24 Defendants;

25 31. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 32. For statutory wage penalties pursuant to California Labor Code section 203 for
28 Plaintiff and the Class who have left Defendants' employ;

1 33. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due; and

3 34. For such other and further relief as the Court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 35. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
7 California Labor Code section 204 to Plaintiff and the Class;

8 36. For all actual, consequential, and incidental losses and damages, according to
9 proof;

10 37. For pre-judgment interest on any unpaid compensation from the date such amounts
11 were due; and

12 38. For such other and further relief as the Court may deem just and proper.

13 **As to the Seventh Cause of Action**

14 39. That the Court declare, adjudge, and decree that Defendants violated the record
15 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
16 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
17 thereto;

18 40. For actual, consequential, and incidental losses and damages, according to proof.

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

20 42. For injunctive relief to ensure compliance with this section pursuant to California
21 Labor Code section 226(h); and

22 43. For such other and further relief as the Court may deem just and proper.

23 **As to the Eighth Cause of Action**

24 44. That the Court declare, adjudge, and decree that Defendants violated

25 45. California Labor Code section 1174(d) by willfully failing to keep accurate and
26 complete payroll records for Plaintiff and the Class as required by California Labor Code section
27 1174(d);

28 46. For actual, consequential, and incidental losses and damages, according to proof;

47. For statutory penalties pursuant to California Labor Code section 1174.5; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

51. For the imposition of civil penalties and/or statutory penalties;

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

53. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

54. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to timely pay Plaintiff's and the Class' wages, failing to provide Plaintiff and Class with complete and accurate wage statements, failing to keep complete and accurate payroll records, failing to pay all sick pay time, and failing to reimburse Plaintiff and the Class for necessary business-related expenses and costs.

55. For restitution of unpaid wages to Plaintiff and all the Class and all pre-judgment interest from the day such amounts were due and payable;

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

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

58. For injunctive relief to ensure compliance with this section pursuant to California Business and Professions Code section 17200, *et seq.*; and

59. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

60. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal periods, failing to provide rest periods, failing to timely pay wages during employment, failing to timely pay wages upon termination, failing to provide accurate itemized wage statements, failing to keep accurate payroll records, and failing to reimburse necessary business-related expenses, to Plaintiff and the Aggrieved Employees;

61. For civil penalties pursuant to California Labor Code section 2699, including penalties under sections 2699(f) and 210, and under the applicable IWC Wage Order and Code of Regulations, title 8, section 11010, *et seq.*, according to proof;

62. For the statutory distribution of civil penalties pursuant to California Labor Code section 2699(m), sixty-five percent (65%) to the Labor and Workforce Development Agency and thirty-five percent (35%) to the Aggrieved Employees;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699(g)(1); and

64. For such other and further relief as the Court may deem just and proper.

65. For any additional relief as the Court may deem just and proper.

Dated: July 16, 2026

MORGAN & MORGAN CALIFORNIA, LLP

By:



Michael A. Sigall
Attorneys for Plaintiff and the Putative Class
and Aggrieved Employees

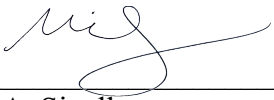
DEMAND FOR JURY TRIAL

Plaintiff, individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and the Aggrieved Employees, requests a trial by jury on all claims so triable.

Dated: July 16, 2026

MORGAN & MORGAN CALIFORNIA, LLP

By:



Michael A. Sigall
Attorneys for Plaintiff and the Putative Class
and Aggrieved Employees