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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ARACELI GUERRERO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

STELLAR HEALTHCARE, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU029016C

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:

(1) VIOLATION OF LABOR CODE § 226.7;
(2) VIOLATION OF LABOR CODE §§ 226.7 AND 512;
(3) FAILURE TO PAY OVERTIME WAGES;
(4) VIOLATION OF LABOR CODE § 226;
(5) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; and
(6) VIOLATION OF CAL. LABOR CODE § 2698 *ET SEQ.*

DEMAND EXCEEDS $35,000.00

Plaintiff Araceli Guerrero ("Plaintiff") hereby submits this First Amended Class and Representative Action Complaint ("Complaint") against Defendant Stellar Healthcare, Inc., a California corporation ("Defendant"); and Does 1-50 (hereinafter collectively referred to as "Defendants"), as an individual and on behalf of all other similarly situated current and former employees of Defendants for penalties and/or damages for violations of the California Labor Code and the California Business and Professions Code § 17200 *et seq.*, as follows:

INTRODUCTION

1. This Complaint is within the Court's jurisdiction under California Labor Code §§ 226, 226.7, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698 *et seq*., California Business and Professions Code § 17200, *et seq.* (the "UCL"), and the applicable Wage Orders of the California Industrial Welfare Commission ("IWC").

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and the UCL against individuals who worked for Defendants.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to pay overtime wages and meal and rest period premium compensation at the regular rate of pay, failing to timely pay wages upon separation of employment, and failing to provide accurate itemized wage statements to Plaintiff and other employees.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code and the UCL by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

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JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, the UCL, and the applicable IWC Wage Orders.

7. Venue is proper in San Diego County, because Plaintiff worked for Defendants in San Diego County.

PARTIES

8. Plaintiff was employed by Defendants from about January 2026, until on or about May 1, 2026. Throughout her employment, Plaintiff worked as a non-exempt, hourly employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Stellar Healthcare, Inc. was and is a California corporation that provides home healthcare services throughout the State of California, including in San Diego County.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197,1197.1, and 2698 *et seq.*, and the UCL.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and

Class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

14. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

15. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

16. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

17. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following classes (collectively referred to as the "Class"):

a. All current and former non-exempt employees of Defendants in the State of California who were paid any meal period premium compensation in the same period that any non-discretionary remuneration, including without limitation, incentives and shift differentials, was earned, at any time during May 27, 2022, to the present (the "Meal Period Premium Regular Rate Class");

b. All current and former non-exempt employees of Defendants in the State of California who were paid any rest period premium compensation in the same period that any non-discretionary remuneration, including without limitation, incentives and shift differentials, was earned, at any time during May 27, 2022, to the present (the "Rest Period Premium Regular Rate Class");

c. All current and former non-exempt employees of Defendants in the State of California who worked overtime and earned non-discretionary remuneration, including without limitation, incentives and shift differentials, during the same period, at any time from May 27, 2022, through the present (the "Overtime Regular Rate Class"); and

d. All current and former non-exempt employees of Defendants in the State of California who were paid shift differential wages, at any time from May 27, 2025, through the present (the "Wage Statement Class").

19. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to pay rest period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failed to pay meal period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failed to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (d) failed to provide accurate itemized wage statements to employees, in violation of Labor Code § 226; and (e) engaged in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and the named Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

21. Defendants uniformly administered a corporate policy and practice of: (a) failing to pay rest period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to pay meal period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

22. Plaintiff is informed and believes, and based thereon alleges, that this corporate conduct is accomplished with advanced knowledge and designed intent to willfully and intentionally fail to properly pay wages and accurately record proper hourly rates of pay and hours worked, gross wages earned, and net wages earned.

23. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants' policy and practice of: (a) failing to pay rest period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to pay meal period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226; and (e) engaging in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

24. **Typicality:** The claims of the named Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members. As with other members of the Class, Plaintiff regularly earned non-discretionary remuneration, including without limitation, incentives and shift differentials. However, whenever Defendants paid overtime wages to Plaintiff during periods when Plaintiff also earned such non-discretionary remuneration, the overtime wages were not paid at the regular rate of pay. More specifically, Defendants failed to include the non-discretionary remuneration in the calculation of the regular rate. As such, Plaintiff is owed additional overtime pay based on the correct, higher regular rate of pay.

25. Similarly, whenever Plaintiff was paid meal and/or rest period premium compensation and earned non-discretionary remuneration during the same period, Defendants paid the premium compensation at the base rate of pay rather than the correct, higher regular rate of pay. As a result, Plaintiff was underpaid meal and/or rest period premium pay.

26. As a result of Defendants' failure to properly calculate such wages, Plaintiff is owed additional overtime wages and meal and rest break premium pay. To date, Plaintiff has yet to receive all of the underpaid overtime wages and meal and rest period premiums owed to her. Thus, Defendants owe waiting time penalties pursuant to Labor Code § 203.

27. Moreover, as a result of the underpaid wages, Defendants issued inaccurate wage statements to Plaintiff. As a separate wage statement violation, Defendants also issued wage statements to Plaintiff that did not identify the rate and hours worked whenever shift differential wages were paid.

28. Based on the above, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, and the applicable IWC Wage Orders.

29. The California Labor Code and upon which Plaintiff bases these claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek

to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

30. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of the individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

31. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against Defendants and which would establish potentially incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to the adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

32. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action any and all applicable penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 226, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

33. Proof of a common business practice or factual pattern, which the named

Plaintiffs experienced and are representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

34. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AND THE REST PERIOD PREMIUM REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

36. This cause of action is brought pursuant to Labor Code § 226.7, which requires an employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major fraction thereof. Plaintiff and Class Members regularly worked shifts of three and one-half (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.

37. Specifically, Labor Code § 226.7(c) provides that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

38. At all relevant times, Defendants failed in their affirmative obligation to provide Plaintiff and Class Members with the opportunity to take rest periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. As such, Defendants are responsible for paying premium compensation for missed rest breaks pursuant to Labor Code § 226.7.

39. As a matter of corporate policy and practice, Defendants regularly failed to pay rest period premium compensation to Plaintiff and Class Members at the regular rate of pay. Defendants, as a matter of corporate policy and practice, failed to correctly calculate such premium compensation for each missed and/or noncompliant rest period in accordance with the

California Labor Code.

40. Specifically, Plaintiff and Class Members routinely earned non-discretionary remuneration, including without limitation, incentives and shift differentials. However, at all relevant times herein, Defendants did not factor said non-discretionary incentives into the regular rate of pay for the purpose of paying rest period premiums to Plaintiff and Class Members. Instead, whenever Plaintiff and Class Members were paid rest period premiums and earned non-discretionary incentives during the same period, Defendants improperly paid the rest period premiums at the lower, base rate of pay.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully failed to include all non-discretionary incentives into the calculation of the regular rate of pay for purposes of paying rest period premiums, as required by California law. Plaintiff further alleges that Plaintiff and Class Members are owed wages for the underpaid rest period premiums as set forth above.

42. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to California Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

43. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all rest period premium wages due and owing to Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND 512

(BY PLAINTIFF AND THE MEAL PERIOD PREMIUM REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

45. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order. Specifically, Labor Code § 226.7(c) provides that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

46. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Class Members had the opportunity to take and were provided with timely, off-duty meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. As such, Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.

47. As a matter of corporate policy and practice, Defendants regularly failed to pay meal period premium compensation to Plaintiff and Class Members at the regular rate of pay. Defendants, as a matter of corporate policy and practice, failed to correctly calculate such premium compensation for each missed and/or noncompliant meal period in accordance with the California Labor Code.

48. Specifically, Plaintiff and Class Members routinely earned non-discretionary remuneration, including without limitation, incentives and shift differentials. However, at all relevant times herein, Defendants did not factor said non-discretionary remuneration into the regular rate of pay for the purpose of paying meal period premiums to Plaintiff and Class Members. Instead, whenever Plaintiff and Class Members were paid meal period premiums and earned non-discretionary pay during the same period, Defendants improperly paid the meal period premiums at the lower, base rate of pay.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully failed to include all non-discretionary pay into the calculation of the regular rate of pay for purposes of paying meal period premiums, as required by California law. Plaintiff further alleges that Plaintiff and Class Members are owed wages for the underpaid meal period

premiums as set forth above.

50. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

53. This cause of action is brought pursuant to Labor Code § 510, which requires an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

54. As a pattern and practice, Defendants suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without proper overtime pay. During periods/workweeks where Plaintiff and Class Members were paid overtime and earned non-discretionary remuneration, including without limitation, incentives and shift differentials, Defendants failed to properly calculate the regular rate of pay for purposes of paying overtime. More specifically, Defendants failed to factor any non-discretionary remuneration earned in the calculation of the regular rate of pay for the purpose of paying overtime wages. As a result of such policy and practice, Defendants underpaid overtime wages to

Plaintiff and the Class and thus owe additional overtime wages.

55. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 510, 558, 1194, 1197, and 1197.1.

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment from Defendants are entitled to compensation pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

58. Labor Code § 226(a) requires employers to provide to their employees itemized wage statements that identify accurate information, including without limitation, hourly rates of pay, gross wages earned, net wages earned, and the name and address of the legal entity that is the employer. Defendants, as a matter of policy and practice, failed in their affirmative obligation to provide accurate, itemized wage statements to Plaintiff and Class Members.

59. As a result of the violations alleged above, the wage statements issued to Plaintiff and Class Members failed to identify the correct hourly rates of pay, hours worked, gross wages earned, and net wages earned.

60. As an independent violation, Defendants issued inaccurate wage statements to Plaintiff and the Wage Statement Class. Specifically, whenever shift differential wages were paid, the wage statements failed to identify the applicable rate and hours used to calculate such

wages.

61. The issuance of inaccurate wage statements caused "injury" under Labor Code § 226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages. Without identifying the correct hourly rates and hours worked, wages for overtime and for premium compensation, gross and net wages earned, and hourly rates and hours worked for shift differential wages, Plaintiff and Class Members will have no way of verifying whether they were correctly paid wages for each particular pay period.

62. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FIFTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF, THE OVERTIME REGULAR RATE CLASS, THE MEAL PERIOD PREMIUM REGULAR RATE CLASS, AND THE REST PERIOD PREMIUM REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

64. Defendants have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, include, to wit, by: (a) failing to pay overtime wages at the regular rate of pay; (b) failing to pay meal period premium compensation at the regular rate of pay; and (c) failing to pay rest period premium compensation at the regular rate of pay.

65. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

66. Plaintiff seeks, individually and on behalf of other members of the Class, full restitution of monies, as necessary and according to proof, to restore any and all monies

withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

67. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq*., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.*

(BY PLAINTIFF AS A PROXY FOR THE STATE AGAINST ALL DEFENDANTS)

68. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

69. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, Plaintiff seeks penalties on behalf of all Aggrieved Employees in the State of California from May 6, 2025 through the present, for Defendants' violations of §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from Defendants' policies and practices of: (a) failing to pay rest period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (b) failing to pay meal period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226. Under Section 2699(c), Plaintiff is an "aggrieved employee," as Plaintiff was employed by Defendants and suffered each of the alleged violations.

70. On or about May 6, 2026, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for the above violations. Plaintiff

simultaneously sent written notice to Defendant via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

71. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA for violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1 including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representative of the Class as described herein;

3. For an order appointing counsel for Plaintiff as Class Counsel;

4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to Labor Code § 226, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code

§ 17200, *et seq.*, and for costs and attorneys' fees;

9. Upon the Sixth Cause of Action for the full amount of civil penalties pursuant to Labor Code § 2698, *et seq*. and for costs and attorneys' fees;

10. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

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

DATED: October 2, 2026

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Kwanporn "Mai" Tulyathan
Kym Kanenaka
Attorneys for Plaintiff, the Class, and Aggrieved Employees

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On October 2, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Vicki V. Grasu Dena Amini O'Hagan Meyer 21650 Oxnard Street, Suite 530 Woodland Hills, California 91367	*Attorneys for Defendant Stellar Healthcare Inc.* vgrasu@ohaganmeyer.com damini@ohaganmeyer.com

__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 2, 2026, at Los Angeles, California.

Erika Mejia