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Superior Court of California

County of Sonoma

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By: Cynthia N Rowen, Deputy Clerk

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

MAUREEN HUNT, as an individual and on
behalf of all others similarly situated, and
TRACY PIERCE, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

SANTA ROSA POSTACUTE CARE, LLC, a
California limited liability company;
RELIANT MANAGEMENT GROUP, LLC, a
California limited liability compand
DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV05476

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 2802;**

**(4) VIOLATION OF LABOR CODE
SECTION 226;**

**(5) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(6) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiffs Maureen Hunt and Tracy Pierce (“Plaintiffs”) hereby submits their Class
2 Action and Representative Action Complaint for Damages, Penalties, and Injunctive Relief
3 against Defendants Santa Rosa Postacute Care, LLC, Reliant Management Group, LLC, and
4 DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf of themselves and the
5 Class of other similarly situated current and former employees of Defendants for meal period
6 and rest break wages, minimum and overtime wages, vested vacation wages, reimbursements,
7 and penalties as follows:

8 **INTRODUCTION**

9 1. This class action is brought pursuant to Labor Code sections 201 to 204, 226,
10 226.7, 510, 512, 1194, 2802, the applicable Wage Order of the Industrial Welfare Commission
11 (“IWC”) (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and
12 Business and Professions Code section 17200 *et seq.* (Unfair Competition Law (“UCL”)). The
13 representative action is brought pursuant to Labor Code section 2698 *et seq.* (the Private
14 Attorneys General Act of 2004 (“PAGA”)),

15 2. This Complaint challenges Defendants’ systemic illegal employment practices
16 resulting in violations of the stated provisions of the Labor Code and Business and Professions
17 Code against the identified class of employees.

18 3. Plaintiffs are informed and believes and thereon alleges Defendants joint and
19 severally acted intentionally and with deliberate indifference and conscious disregard to the
20 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
21 all minimum and overtime wages; (3) failing to reimburse necessary work-related expenses, (4)
22 failing to provide accurate wage statements; (5) failing to pay all wages due and owing upon
23 termination of employment; and (6) engaging in unfair business practices.

24 **JURISDICTION AND VENUE**

25 4. This class action is brought pursuant to California Code of Civil Procedure
26 section 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits
27 of the Superior Court and will be established according to proof at trial. The damages sought
28 by Plaintiffs individually are less than \$75,000.00.

5. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all 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.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 510, 512, 1194, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff Maureen Hunt is an individual residing in the State of California. Plaintiff Hunt was employed by Defendants as an hourly-paid, nonexempt employee within the statutory time period and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff Tracy Pierce is an individual residing in the State of California. Plaintiff Hunt was employed by Defendants as an hourly-paid, nonexempt employee within the statutory time period and separated during the relevant Terminated Employee Subclass time frame.

11. Plaintiffs are informed and believe and thereon allege that Defendant Santa Rosa Postacute Care, LLC is a limited liability company, licensed to do business and actually doing business in the State of California, including the County of Sonoma.

12. Plaintiffs are informed and believe and thereon allege that Defendant Santa Reliant Management Group, LLC is a limited liability company, licensed to do business and actually doing business in the State of California, including the County of Sonoma.

1 **13.** Plaintiffs do not know the true names or capacities, whether individual, partner
2 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
3 said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend
4 this complaint when the true names and capacities are known. Plaintiffs are informed and
5 believe and thereon allege that each of Defendants designated as a DOE was responsible in
6 some way for the matters alleged herein and proximately caused Plaintiffs and members of the
7 general public and the Class to be subject to the illegal employment practices, wrongs and
8 injuries complained of herein.

9 **14.** At all times herein mentioned, Defendants, and each of them, were agents,
10 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
11 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
12 the course and scope of their authority as such agents, partners, joint venturers, representatives,
13 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
14 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
15 authorization and consent of each Defendant designated herein.

16 **15.** As such and based upon all the facts and circumstances incident to Defendants’
17 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
18 510, 512, 1194, 2802, the applicable IWC Wage Order, and the UCL.

19 **CLASS ACTION ALLEGATIONS**

20 **16. Definition:** Plaintiffs seek class certification pursuant to California Code of
21 Civil Procedure section 382 of a class of all hourly-paid, non-exempt employees of Defendants
22 who worked in California during the period from July 31, 2022, to the present, including the
23 following Subclasses:

24 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
25 Defendants who worked one or more shifts in excess of six (6) hours in
26 California during the period from July 31, 2022, to the present;

27 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
28 Defendants who worked one or more shifts in excess of six (6) hours in

California without receiving a 30-minute break during which they were relieved of all duties, during the period from July 31, 2022, to the present;

(b) Rest Break Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts of three and one-half (3.5) hours or more in California during the period from July 31, 2022, to the present;

As an alternative to Subclass (b): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts of three and one-half (3.5) hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period July 31, 2022, to the present;

(c) Overtime Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from July 31, 2022, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from July 31, 2022, to the present;

(d) Minimum Wage Subclass all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from July 31, 2022, to the present;

(e) Reimbursement Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and who incurred business expenses that were not reimbursed during the period of July 31, 2022, to the present;

1 **(f) Wage Statement Subclass:** all hourly-paid, non-exempt employees of
2 Defendants who worked in California and received an itemized wage
3 statement during the period of July 31, 2023, to the present;

4 **(g) Terminated Employee Subclass:** all hourly-paid, non-exempt
5 employees of Defendants who worked in California and who were not
6 properly paid all wages on termination or within 72 hours thereof during
7 the period of July 31, 2023, to the present;

8 **17. Numerosity:** The members of the Class are so numerous that joinder of all
9 members would be impractical, if not impossible. The identities of the members of the Class
10 are readily ascertainable by objective, easily understood terms contained within the Class and
11 Subclass definitions, and by review of Defendants' records, including payroll records.

12 **18. Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
13 steps to represent fairly and adequately the interests of the Class defined above. Plaintiffs'
14 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.
15 Plaintiffs' attorneys have prosecuted and settled wage-and-hour class actions in the past and
16 currently have a number of wage-and-hour class actions pending in California courts.

17 **19.** Defendants administered a corporate policy, practice and/or procedure of (1)
18 failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest
19 breaks; (3) failing to reimburse all necessary work-related expenses; (4) failing to provide
20 accurate wage statements; (5) failing to timely pay all wages due and owing upon termination
21 of employment; and (6) engaging in unfair business practices. Plaintiffs allege this corporate
22 conduct is accomplished with the advance knowledge and designed intent to willfully withhold
23 appropriate wages for work performed members of the Class.

24 **20. Common Question of Law and Fact:** There are predominant common
25 questions of law and fact and a community of interest amongst Plaintiffs and the claims of the
26 Class concerning whether Defendants' policies and practices regularly denied Class Members
27 overtime and minimum wages, meal periods and rest breaks, reimbursements, accurate wage
28 statements, and wages upon termination of employment.

1 **21. Typicality:** The claims of Plaintiff are typical of the claims of all members of
2 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
3 Code sections 201 to 204, 226, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order,
4 and the UCL. Plaintiffs each worked at least one shift in excess of six hours during which they
5 were not provided all duty-free, legally mandated meal periods. Plaintiffs each worked at least
6 one shift of 3.5 hours or greater during which they were not authorized and permitted all duty-
7 free, legally mandated rest breaks. Plaintiffs each worked at least one shift over eight hours
8 during which they were not paid at the correct rate of pay for all hours worked, including
9 overtime hours worked. Plaintiffs each incurred business expenses for which they were not
10 reimbursed. Plaintiffs each received wage statements during their employment. Plaintiffs'
11 respective employment terminated during the statutory period and Plaintiffs were not timely
12 paid all wages due and owing them upon termination.

13 **22.** The Labor Code upon which Plaintiffs base their claims is broadly remedial in
14 nature. These laws and labor standards serve an important public interest in establishing
15 minimum working conditions and standards in California. These laws and labor standards
16 protect the average working employee from exploitation by employers who may seek to take
17 advantage of superior economic and bargaining power in setting onerous terms and conditions
18 of employment.

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

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

10 **25.** Such a pattern, practice and administration of corporate policy regarding illegal
11 employee compensation described herein is unlawful and creates an entitlement to recovery by
12 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
13 amount of minimum and overtime wages, meal period and rest break premiums,
14 reimbursements, and penalties, including interest thereon, attorneys' fees and costs of suit, as
15 well as consequential damages.

16 **26.** Proof of a common business practice or factual pattern, which Plaintiffs
17 experienced and are representative of, will establish the right of each Class Member to
18 recovery on the causes of action alleged herein.

19 **27.** The Class is commonly entitled to a specific fund with respect to the
20 compensation illegally and unfairly retained by Defendants. This action is brought for the
21 benefit of the entirety of all Class and will result in the creation of a common fund.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

24 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

25 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**

26 **SUBCLASSES (a), (b), (f), and (g))**

27 **28.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 27 as
28 though fully set forth herein.

1 **29.** At all times relevant herein, Plaintiffs and the Class and Subclasses (a), (b), (f),
2 and (g) had the right to take a 10-minute rest break for every four (4) hours worked or major
3 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

4 **30.** As a pattern and practice, Defendants at times did not actively relieve Plaintiffs
5 and the Class and Subclasses (a), (b), (f), and (g) of duty for meal periods and rest breaks, did
6 not provide timely meal periods and rest breaks, and did not provide proper compensation for
7 this failure.

8 **31.** Defendants' policy of failing to provide Plaintiffs and the Class and Subclasses
9 (a), (b), (f), and (g) with all legally-mandated meal periods and rest breaks is a violation of
10 California law.

11 **32.** Defendants willfully failed to pay employees whom they did provide the
12 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
13 Code section 226.7 and the applicable IWC Wage Order, and Plaintiffs and the Class and
14 Subclasses (a), (b), (f), and (g) are owed wages for meal period and rest break premiums as set
15 forth above.

16 **33.** Such a pattern, practice and administration of corporate policy as described
17 herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class and
18 Subclasses (a), (b), (f), and (g) identified herein, in a civil action, for the balance of the unpaid
19 premium compensation pursuant to Labor Code section 226.7 and the applicable IWC Wage
20 Order, including interest, attorneys' fees, and costs of suit.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

23 **REGARDING OVERTIME AND MINIMUM WAGES**

24 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
25 **SUBCLASSES (c), (d), (f), and (g))**

26 **34.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 33 as
27 though fully set forth herein.

28 **35.** At all times relevant herein, Defendants were required to compensate their non-

1 exempt employees' minimum wages for all hours worked and overtime wages for all hours
2 worked over eight (8) hours in a day or forty (40) hours in a workweek.

3 **36.** As a pattern and practice, Defendants at times failed to compensate their
4 employees for all hours worked, including overtime hours worked, resulting in a failure to pay
5 all minimum wages and, where applicable, overtime wages.

6 **37.** This resulted in Plaintiffs and the Class and Subclasses (c), (d), (f), and (g)
7 receiving total wages in an amount less than minimum wage and, when applicable, deprived
8 Plaintiffs and the Class and Subclasses (c), (d), (f), and (g) of overtime wages.

9 **38.** Such a pattern, practice and administration of corporate policy regarding illegal
10 employee compensation as described herein is unlawful and creates an entitlement to recovery
11 by Plaintiffs and the Class and Subclasses (c), (d), (f), and (g) in a civil action, for the unpaid
12 balance of the full amount of minimum wages owing, including liquidated damages, interest,
13 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
14 1194.

15 **THIRD CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTION 2802**

17 **REGARDING BUSINESS EXPENSES**

18 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
19 **SUBCLASSES (e), (f), and (g))**

20 **39.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 38 as
21 though fully set for herein.

22 **40.** At all times relevant herein, Defendants were required to indemnify their
23 employees for all necessary expenditures or losses incurred in direct consequence of the
24 discharge of the employees' duties, or of the employees' obedience to the directions of the
25 employer pursuant to California Labor Code section 2802.

26 **41.** In violation of Labor Code section 2802, Defendants failed to reimburse
27 Plaintiffs and the Class and Subclasses (e), (f), and (g) for all necessary work-related expenses,
28 including expenses incurred in the required use of cell phones for work purposes, and expenses

1 incurred purchasing scrubs and necessary medical equipment, such as blood pressure monitors,
2 pulse oximeters, thermometers, stethoscopes, and other like equipment.

3 **42.** Such a pattern, practice and administration of corporate policy as described
4 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class and
5 Subclasses (e), (f), and (g) in a civil action, for all damages and/or penalties pursuant to Labor
6 Code section 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs
7 of suit according to the mandate of California Labor Code section 2802.

8 **43.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (e),
9 (f), and (g) the wages due and owing them upon separation from employment results in
10 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
11 Plaintiffs and Class Members who have separated from employment are entitled to
12 compensation pursuant to Labor Code section 203.

13 **FOURTH CAUSE OF ACTION**

14 **REGARDING RECORD KEEPING**

15 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF**
16 **THE CLASS AND ALL SUBCLASSES)**

17 **44.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 43 as
18 though fully set forth herein.

19 **45.** At all times relevant herein, Defendants were required to maintain accurate
20 records pursuant to the mandate of Labor Code section 226.

21 **46.** In violation of Labor Code section 226, Defendants failed in their affirmative
22 obligation to keep *accurate* records for their California employees. For example, as a result of
23 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
24 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
25 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
26 Plaintiffs each received at least one such wage statement during their employment with
27 Defendants.

28 **47.** Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties pursuant to Labor Code section 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 201 to 204

REGARDING WAITING TIME PENALTIES

**(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF
THE CLASS AND ALL SUBCLASSES)**

48. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 47 as though fully set for herein.

49. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code sections 201 to 204.

50. As a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

51. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiffs and the Class and all Subclasses' rights, and done by managerial employees of Defendants.

52. Defendants' willful failure to provide Plaintiffs and the Class and all Subclasses the wages due and owing them upon separation from employment results in a continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code section 203.

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
4 **EMPLOYEES)**

5 **53.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 52 as
6 though fully set forth herein.

7 **54.** PAGA expressly establishes that any provision of the California Labor Code
8 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, boards, agencies or employees for a violation of the
10 California Labor Code, may be recovered through a civil action brought by an aggrieved
11 employee on behalf of themself or themselves, and other current or former employees.

12 **55.** Plaintiffs seek to recover all applicable and available PAGA remedies pursuant
13 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as
14 permitted by PAGA through a representative action pursuant to the PAGA and the California
15 Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiffs are not
16 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
17 Procedure section 382.

18 **56.** On May 27, 2026, Plaintiffs provided written notice to the LWDA and
19 Defendants of the specific provisions of the Labor Code they contend were violated, and the
20 theories supporting their contentions. To date, they have not received a response.

21 **57.** Plaintiffs and the other non-exempt employees are "aggrieved employees" as
22 defined by California Labor Code section 2699(c) in that they are all current or former
23 employees of Defendants, and one or more of the alleged violations was committed against
24 them.

25 **Failure to Provide Meal Periods and Rest Breaks**

26 **58.** At all times relevant herein, Defendants were required to provide authorize and
27 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and
28 provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of

1 Labor Code sections 226.7, 512, and 558.

2 **59.** During the relevant time period, Defendants failed to provide all required meal
3 periods and rest breaks to Plaintiffs and other aggrieved employees. Defendants failed to
4 actively relieve employees of duty for meal periods by failing to insulate employees from the
5 demands of clients, instead requiring employees to take on-duty meal periods. Defendants also
6 rounded recorded meal periods by barring employees from recording meal periods shorter than
7 30 minutes via its clock in system. Further, Defendants did not provide any mechanism by
8 which to take rest breaks, and did not make any attempt to actively authorize rest break. As a
9 result, Plaintiffs and other aggrieved employees were frequently required to interrupt meal
10 periods or cut them short to respond to inquiries of clients, and were altogether unable to take
11 rest breaks. Defendants further failed to pay meal period and rest break premium wages for
12 missed or inadequate meal periods and rest breaks.

13 **Failure to Pay Overtime and Minimum Wages**

14 **60.** At all times relevant herein, Defendants were required to compensate their non-
15 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
16 applicable, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1197.1.

17 **61.** During the relevant time period, Defendants failed to compensate Plaintiffs and
18 other aggrieved employees for all hours worked, in particular, (1) the time spent working
19 through recorded meal periods, (2) required preliminary tasks before the start of work shifts,
20 such as preparing medicine for the shift ahead, (3) time spent completing required paperwork
21 and documentation, (4) time spent waiting to clock in, and (5) on information and belief, time
22 Defendants “shaved” from recorded hours worked. Thus, Defendants did not provide Plaintiffs
23 or aggrieved employees with the minimum and overtime wages to which they were entitled.

24 **Failure to Reimburse Necessary Work-Related Expenses**

25 **62.** California Labor Code section 2802 requires employers to reimburse employees
26 for necessary work-related expenses.

27 **63.** During the relevant time period, Defendants failed to reimburse Plaintiffs and
28 other aggrieved employees for the full amount of business expenses, including expenses

1 incurred in the required use of cell phones for work purposes, and expenses incurred
2 purchasing scrubs and necessary medical equipment, such as blood pressure monitors, pulse
3 oximeters, thermometers, stethoscopes, and other like equipment.

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

5 **64.** At all times relevant herein, Defendants were required to pay their employees
6 within the time limits specified under Labor Code sections 203.1 and 204.

7 **65.** During the relevant time period, Defendants failed to pay Plaintiffs and other
8 aggrieved employees all wages due to them within the time period specified by Labor Code
9 section 204, including as outlined above.

10 **Failure to Timely Pay Wages During and Upon Termination of Employment**

11 **66.** At all times relevant herein, Defendants were required to pay their employees in
12 a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

13 **67.** As a result of Defendants' Labor Code violations alleged above, Defendants
14 failed to pay Plaintiffs and the other aggrieved employees all wages due them within the time
15 periods specified by Labor Code sections 201-204 during and upon termination of
16 employment.

17 **Failure to Provide Complete and Accurate Wage Statements**

18 **68.** At all times relevant herein, Defendants were required to keep *accurate* records
19 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
20 1174(d), and to produce records upon request within the time required by Labor Code section
21 226(c).

22 **69.** As a result of Defendants' various Labor Code violations, Defendants failed to
23 keep accurate records regarding Plaintiffs and other similarly-situated current and former
24 employees. For example, Defendants failed in their affirmative obligation to keep accurate
25 records regarding Plaintiffs and other similarly-situated current and former employees' gross
26 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
27 number of hours worked at each hourly rate.

Penalties

70. Pursuant to Labor Code section 2699, Plaintiffs, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

71. Penalties under California Labor Code section 2699 in the amount of up to two hundred dollars (\$200) for each aggrieved employee per pay period.

72. Penalties in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for failure to produce records upon request;

73. Penalties under Labor Code section 558 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

74. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

75. Penalties under Labor Code section 2802(d) in an amount sufficient to recover unreimbursed business expenses;

76. Penalties under Labor Code section 210 of \$100 for the first violation of section and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld;

77. Penalties under Labor Code section 2699 in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for any failure to produce records upon request;

78. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes;

79. Injunctive relief to prohibit Defendants from continuing to engage in the Labor

Code violations complained of herein; and

80. Attorneys' fees and costs as permitted by law.

SEVENTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.*
(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF
THE CLASS AND ALL SUBCLASSES)

81. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 80 as though fully set for herein.

82. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all overtime and minimum wages, (2) all meal period and rest break wages, (3) reimbursements, (4) accurate wage statements, and (5) all wages due and owing upon termination of employment.

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

84. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

85. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code section 17200 *et seq.*, including those set forth above, thereby depriving Plaintiffs and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

86. Plaintiffs seek, on their own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, 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.

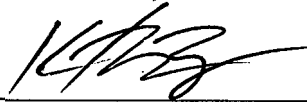
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1. For an order certifying the proposed Class;
2. For an order appointing Plaintiffs as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiffs as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for reimbursements, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;
9. Upon the Sixty Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2802, and the applicable IWC Wage Order, and for injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein;
10. Upon the Seventh Cause of Action, for restitution to Plaintiffs 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 and Professions Code section 17200 *et seq.*; and

11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, 1194, 2802, PAGA and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: July 31, 2026

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiffs
Maureen Hunt and Tracy Pierce

DEMAND FOR JURY TRIAL

Plaintiffs, for themselves and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: July 31, 2026

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiffs
Maureen Hunt and Tracy Pierce