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Clerk of the Napa Superior Court
By: Ellie Bowden, Deputy

Attorney for Plaintiff:

**NICOLE D RYDMAN, on behalf of herself and
a class of others similarly situated,**

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

NICOLE D. RYDMAN, on behalf of herself and a
class of others similarly situated,

Plaintiff,

vs.

YOUR HOME NURSING SERVICES, INC., a
California Corporation; CAMERON BIANCHI, an
individual, and DOES 1 THROUGH 50, Inclusive,

Defendants.

CASE NO.: 24CV000191

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
RESTITUTION:

1. **FAILURE TO PAY FOR OVERTIME;**
2. **COMPENSATION FOR REQUIRED MEAL PERIODS NOT PROVIDED**
3. **COMPENSATION FOR REQUIRED REST PERIODS NOT PROVIDED**
4. **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**
5. **WAITING TIME PENALTIES;**
6. **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.;**
7. **PENALTIES PURSUANT TO LABOR CODE SECTION 2699.3, ET SEQ. (PAGA)**

[AMOUNT DEMANDED EXCEEDS \$35,000.00]

DEMAND FOR JURY TRIAL

1 Plaintiff NICOLE D. RYDMAN ("RYDMAN " or "PLAINTIFF") brings this class action on
2 behalf of herself and other similarly situated current and former non-exempt employees in the State of
3 California (hereinafter collectively referred to as "Class Members") of Defendant YOUR HOME
4 NURSING SERVICES, INC. and CAMERON BIANCHI (collectively "DEFENDANTS) and other as
5 of yet unnamed Defendants, Does 1 through 50, inclusive (collectively, "Defendants"), who are similarly
6 situated, for violations of the California Labor Code. Plaintiff reserves the right to name additional class
7 representatives. Plaintiff and Class Members seek damages, statutory penalties, attorneys' fees,
8 statutory interest and costs of suit:
9

10 **JURISDICTION AND VENUE**

11
12 1. This Court has jurisdiction over the claims alleged herein. Plaintiff, and all or substantially
13 all of the Class Members are citizens of California and Defendants do business in the State of California
14 and the controversy in question arose in California. Defendants employ non-exempt employees and
15 conduct business in Napa County, and each Defendant is within the jurisdiction of this Court for service
16 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly
17 situated within the State of California and within Napa County. Defendants employ numerous Class
18 Members in California. Plaintiff asserts no claims arising from federal law. Rather, Plaintiff brings
19 causes of action solely on and arising from California statutory and common law. The relief requested
20 is within the jurisdiction of this Court. The relief sought is less than \$75,000 per class member.
21
22

23 **PARTIES**

24 2. Plaintiff NICOLE D. RYDMAN was, at all relevant times, a citizen of the State of
25 California, residing in Solano County, California. Plaintiff was employed by Defendant as a domestic
26 worker during the class period.
27

28 3. Defendant YOUR HOME NURSING SERVICES, INC. and. ("YOUR HOME") is a

1 California corporation with its headquarters in Napa County, California. YOUR HOME is registered to
2 do and does business throughout the State of California, including Napa County.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant CAMERON
4 BIANCHI ("BIANCHI") is and at all times relevant hereto was a California resident and an officer of
5 YOUR HOME.
6

7 5. Defendants YOUR HOME, BIANCHI and DOES 1 through 50 are hereinafter collectively
8 referred to as "Defendants".

9 6. Defendants employed Plaintiff and similarly situated persons within the State of California.
10 Defendants employed Plaintiff and the putative class as non-exempt employees at each of its locations
11 in California.
12

13 7. Plaintiff is informed and believes and on such grounds alleges that at all times herein
14 mentioned Defendants were and are doing business throughout California, and are "persons" as defined
15 in California Labor Code Section. In addition, Defendants are "employers" as that term is used in the
16 California Labor Code and the California Industrial Welfare Commission's Orders regulating wages,
17 hours, and working conditions
18

19 8. Members of the plaintiff class are all either currently employed by defendants or they are
20 former employees of Defendants. Members of the plaintiff class either reside in or engage in business
21 throughout the State of California. Plaintiff and the plaintiff class may hereinafter sometimes be
22 collectively referred as "Plaintiffs". Plaintiffs were employed by Defendants in the state of California
23 as non-exempt hourly paid employees who rendered actual service for Defendants for wages or pay
24 within the period beginning four years prior to the filing of the Complaint to the present
25

26 9. Plaintiff is informed and believes, and on that basis alleges, that Defendants directly
27 employed or exercised control over the wages, hours, or working conditions of the Plaintiff and members
28 of the class.

1 10. Plaintiff is currently unaware of the true names and capacities, whether individual,
2 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1 through,
3 50, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will seek leave to
4 amend this complaint to allege the true names and capacities of said fictitiously named defendants when
5 their true names and capacities have been ascertained. Plaintiff is informed and believes and thereon
6 alleges that each of the fictitiously named defendants is legally responsible in some manner for the
7 events and occurrences alleged herein, and for the damages suffered by the Class.
8

9 11. Plaintiff is informed and believes and thereon alleges that all defendants, including the
10 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, partners and/or
11 joint ventures and/or employees of all other defendants, and that all acts alleged herein occurred within
12 the course and scope of said agency, employment, partnership, and joint venture, conspiracy or
13 enterprise, and with the express and/or implied permission, knowledge, consent authorization and
14 ratification of their co-defendants.
15

16 12. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in
17 all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme,
18 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
19 attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or
20 joint employer of Plaintiff and the Class. Plaintiff is informed and believes and thereon alleges that at
21 all times relevant to this action, the named defendants and defendants DOES 1 through 50 were affiliated
22 and were an integrated enterprise
23
24

25 13. Plaintiff is informed and believe, and on that basis allege, that Defendants DOES 1 through
26 25 are, and at all times relevant hereto were, persons, corporations or other business entities organized
27 and existing under and by virtue of the laws of the State of California, and are/were qualified to transact
28 and conduct business in the State of California, and did transact and conduct business in the State of

1 California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES 1
2 through 50 maintain offices, operate businesses, employ persons, conducts business in, and illegally pay
3 employees by illegal payroll practices and policies in Napa County.
4

5 14. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously
6 named defendants aided and assisted the named defendants in committing the wrongful acts alleged
7 herein, and that Plaintiff and the class members' damages were proximately caused by each defendant.
8

9 15. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
10 mentioned, one or more of each named and/or unnamed defendant(s) was in some fashion, by contract
11 or otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or more of the
12 remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting within that
13 capacity.
14

15 16. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
16 mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or otherwise,
17 the assured, insured, indemnitor, guarantor of one or more of the remaining named and/or unnamed
18 defendant(s) for the acts alleged herein and was acting within that capacity.
19

20 17. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
21 mentioned, one or more of each named and/or unnamed defendant(s) was the alter-ego of one or more
22 of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting for their
23 own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendant(s).
24

25 18. Plaintiff alleges, on information and belief, that YOUR HOME at all times relevant to this
26 Complaint, was the alter ego of BIANCHI by reason of the following:
27

- 28 a. Plaintiff alleges, on information and belief, that said Defendant BIANCHI, at all
times herein mentioned in this Complaint, dominated, influenced, and controlled
YOUR HOME, as well as the business, property, and affairs of YOUR HOME;

- 1 b. Plaintiff allege, on information and belief, that there existed and now exists a unity
2 of interest and ownership between BIANCHI and YOUR HOME; the individuality
3 and separateness of BIANCHI and YOUR HOME have ceased;
4
5 c. Plaintiff alleges, on information and belief, that YOUR HOME has been and now is
6 a mere shell and naked framework which BIANCHI used as a conduit for the conduct
7 of her personal business, property, and affairs;
8
9 d. Plaintiff alleges, on information and belief, that at all times herein mentioned in this
10 Complaint, the funds of and YOUR HOME were diverted to the personal funds of
11 BIANCHI;
12
13 e. Plaintiff alleges, on information and belief, that and YOUR HOME is insolvent and
14 that said BIANCHI has succeeded to the interests of and YOUR HOME; and
15
16 f. By virtue of the foregoing, adherence to the fiction of the separate corporate existence
17 of YOUR HOME would, under the circumstances, sanction a fraud and promote
18 injustice in that Plaintiffs would be unable to realize upon any judgment in their favor.

19 19. As a direct and proximate result of the unlawful acts of Defendants, Plaintiff has suffered
20 and continues to suffer from loss of earnings in amounts as yet unascertained, but subject to proof at
21 trial

22 **FACTUAL BACKGROUND**

23 20. Plaintiff started her employment with Defendants in approximately June 2022 through
24 approximately September 2023.

25 21. Throughout her employment and at all times during the class period, Defendants
26 misclassified Plaintiff as a personal attendant rather than properly classifying Plaintiff as a non-personal
27 attendant.

28 22. Domestic workers who are non-personal attendants are entitled to overtime and double time

1 under Wage Order No. 15, whereas, personal attendants are entitled to overtime under Labor Code
2 Sections 1450–1453 and 1454

3 23. By misclassifying Plaintiff as a personal attendants, Plaintiff was denied proper wages for
4 all hours worked including overtime wages and double time wages.
5

6 24. Throughout her employment, Plaintiff was a non-live in employee.

7 25. Throughout her employment, Plaintiff was paid overtime for all hours worked in excess of
8 8 hours in a workday and overtime for all hours worked in excess of 40 hours per workweek.

9 26. Throughout her employment,, Plaintiff worked a substantial amount of overtime and double
10 time, however, Plaintiff was not paid one and one-half times the employee's regular rate of pay for all
11 hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first
12 eight hours worked on the seventh consecutive day of work in a workweek. Furthermore, Plaintiff was
13 not paid double (2 times) the employee's regular rate of pay for all hours worked in excess of 12 hours
14 in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a
15 workweek.
16

17 27. California Labor Code section 226.7 (a) provided that “No employer shall require any
18 employee to work during any meal or rest period mandated by an applicable order of the Industrial
19 Welfare Commission.” Labor Code section 226.7 (b) goes on the state that “If an employer fails to
20 provide an employee a meal period or rest period in accordance with an applicable order of the Industrial
21 Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee
22 s regular rate of compensation for each work day that the meal or rest period is not provided.”
23

24 28. In California, an employer may not employ an employee for a work period of more than
25 five hours per day without providing the employee with a meal period of not less than thirty minutes,
26 except that if the total work period per day of the employee is no more than six hours, the meal period
27 may be waived by mutual consent of both the employer and employee. A second meal period of not less
28

1 than thirty minutes is required if an employee works more than ten hours per day, except that if the total
2 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
3 the employer and employee only if the first meal period was not waived. Labor Code Section 512.
4

5 29. During her employment, Plaintiff was required to take on duty meal breaks. Specifically,
6 Plaintiff was required to remain on the premises and on-duty during her shifts. Furthermore, when
7 Plaintiff worked in excess of 10 hours, Plaintiff was not scheduled nor provided a second meal break.
8 Employer did not compensate Plaintiff a meal break premium for the on-duty breaks, late lunch breaks,
9 or the breaks that were not provided to Plaintiff.
10

11 30. This failure to provide proper and compliant meal periods, or one hour's pay in lieu thereof,
12 is a violation of Labor Code sections 226.7, 512, 558 and the applicable IWC Wage Order.
13

14 31. California requires employers to provide employees ten-minute rest breaks for every four
15 hours (or major fraction) worked. Anything over two hours is a "major fraction" of a four-hour period.
16 For example, an employee who works a seven-hour shift is entitled to two 10-minute rest breaks—one
17 break for the first four hours, and a second break for the last three hours. Three hours is a "major fraction"
18 of four hours, meaning more than half of four hours.
19

20 32. IWC Orders state, at Section 12(A): "Every employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
22 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
23 minutes net rest time per four (4) hours or major fraction thereof.
24

25 33. Rest breaks must be ten consecutive, uninterrupted minutes. During the break, an employee
26 must be relieved of all duties, and the employer must provide "suitable resting facilities" in an area
27 separate from the toilet rooms.
28

34. If an employer fails to provide an employee a rest period in accordance with an
applicable IWC Order, the employer shall pay the employee one additional hour of pay at the

1 employee's regular rate of pay for each workday that the rest period is not provided. Labor Code Section
2 226.7

3 35. During her employment, Plaintiff was required to take on duty rest breaks. Specifically,
4 Plaintiff was required to remain on the premises and on-duty throughout her shifts. Furthermore, when
5 Plaintiff worked in excess of 10 hours, Plaintiff was not scheduled nor provided a third rest break.
6 Employer did not compensate Plaintiff a rest break premium for the on-duty breaks, late breaks, or the
7 breaks that were not provided to Plaintiff. This failure to provide proper and compliant rest periods, or
8 one hour's pay in lieu thereof, is a violation of Labor Code sections 226.7, 558 and the applicable IWC
9 Wage Order.
10

11 36. California Labor code section 226 (a) provides that:
12

13 “An employer, semimonthly or at the time of each payment of wages, shall furnish to his
14 or her employee, either as a detachable part of the check, draft, or voucher paying the
15 employee's wages, or separately if wages are paid by personal check or cash, an accurate
16 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
17 the employee, except as provided in subdivision (j), (3) the number of piece-rate units
18 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
19 deductions, provided that all deductions made on written orders of the employee may be
20 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
21 period for which the employee is paid, (7) the name of the employee and only the last four
22 digits of his or her social security number or an employee identification number other than
23 a social security number, (8) the name and address of the legal entity that is the employer
24 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section
25 1682, the name and address of the legal entity that secured the services of the employer,
26 and (9) all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee and, beginning July 1, 2013,
28 if the employer is a temporary services employer as defined in Section 201.3, the rate of
pay and the total hours worked for each temporary services assignment. The deductions
made from payment of wages shall be recorded in ink or other indelible form, properly
dated, showing the month, day, and year, and a copy of the statement and the 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 California. For purposes of this
subdivision, “copy” includes a duplicate of the itemized statement provided to an employee
or a computer-generated record that accurately shows all of the information required by
this subdivision.

37. Throughout Plaintiff's employment, Defendants provided Plaintiff and the aggrieved

employees with inaccurate itemized wage statements for the following reasons:

- a. Defendants did not list meal break premiums for on-duty meal breaks and/or untimely meal breaks on the itemized wage statements;
- b. Defendants did not list rest break premiums for on-duty rest breaks and/or untimely rest breaks on the itemized wage statements;
- c. Failure to pay gross wages earned, including overtime and double time wages;
- d. Failure to accurately itemize net wages earned; and
- e. Failure to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

38. In approximately September 2023, Defendants terminated Plaintiff's employment when Defendants stopped offering Plaintiff work.

39. Plaintiff was not timely paid compensation due and owing, including but not limited to with each pay check and upon termination or resignation, in violation of the California Labor Code and IWC, including without limitation Labor Code Sections 201-203.

CLASS DEFINITIONS AND CLASS ALLEGATIONS

40. This action is brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure section 382.

41. During all, or a portion, of the Class Period, Plaintiff and each member of the Plaintiff Class were employed by Defendants and each of them, in the State of California.

42. Plaintiff and each Plaintiff Class member were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage Orders, including 1-2001 ("Wage Orders"), and/or other applicable wage orders, regulations and statutes, and each Plaintiff Class member was not subject to an exemption for executive, administrative, professional employees, or any other exemption, which imposed an obligation on the part of the Defendants to provide statutory meal periods, rest breaks and

1 wages for all hours worked, including minimum wage and/or overtime compensation.

2 43. During the class period, Defendants, and each of them, misclassified Plaintiff and the
3 Plaintiff class as personal attendants.

4 44. During the class period, Defendants, and each of them, failed to pay Plaintiff and the
5 Plaintiff class overtime wages under Wage Order No. 15
6

7 45. During the class period, Defendants, and each of them, required the Plaintiff and Plaintiff
8 class members to work without taking statutory meal periods and failed to pay putative class members
9 an hour's pay in lieu thereof.

10 46. During the class period, Defendants, and each of them, required the Plaintiff and Plaintiff
11 class members to work without taking statutory meal periods and failed to pay putative class members
12 an hour's pay in lieu thereof.

13 47. During the class period, Defendants, and each of them, failed to provide accurate, itemized
14 wage statements to Plaintiff and members of the Plaintiff Class.
15

16 48. During the class period, Defendants, and each of them, failed to pay all wages owed to
17 terminated members of the Plaintiff Class.
18

19 49. The class which Plaintiff seeks to represent is composed of and defined as follows:

20 **Overtime Class**

21 All current and former non-exempt employees of Defendants within the State of California at
22 any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the
23 time that notice of the class action is provided to the class who provided domestic work (or
24 persons with the equivalent position, however titled) for Defendant during the Class Period and
25 spent more than 20 percent of his or her time performing work other than supervising, feeding,
26 and dressing a child or person who needs supervision and worked in excess of eight hours per
27 day or forty hours per week and who were not paid overtime or double time wages for all hours
28

1 worked in excess of 8 hours in a day and or forty hours in a week. (collectively referred to as
2 "Overtime Class").

3 **Meal Break Class**

4 All current and former non-exempt employees of Defendants within the State of California at
5 any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the
6 time that notice of the class action is provided to the class who provided domestic work (or
7 persons with the equivalent position, however titled) for Defendant during the Class Period, who
8 worked shifts of 5 hours or more or 10 hours or more and were not provided lawful meal breaks
9 (collectively referred to as "Meal Period Class").
10

11 **Rest Break Class**

12 All current and former non-exempt employees of Defendants within the State of California at
13 any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the
14 time that notice of the class action is provided to the class who provided domestic work (or
15 persons with the equivalent position, however titled) for Defendant during the Class Period, who
16 worked shifts of 4 hours or more and were not provided a lawful rest breaks (collectively referred
17 to as "Rest Period Class").
18

19 **Itemized Statement Class**

20 All current and former employees of Defendants within the State of California, to whom, at any
21 time commencing one (1) year preceding the filing of Plaintiff's complaint up until the time that
22 notice of the class action is provided to the class, were provided with inaccurate wage statements
23 (collectively referred to as "Wage Statement Class").
24

25 **Waiting Time Subclass**

26 All Defendants' hourly paid non-exempt employees who were employed in California, from the
27 period of 4 years prior to the commencement of this action until the date of trial, who separated
28

1 from their employment from Defendants by way of voluntary or involuntary discharge, and to
2 whom the Defendants knowingly failed to timely pay all wages due to said employees
3 (collectively referred to as "Waiting Time Class").
4

5 41. Plaintiff reserves the right under Rule 1855(b), California Rules of Court and/or under
6 California Rules of Court Rule 3.765(b), to amend or modify the class description with greater
7 specificity or further division into subclasses or limitation to particular issues.

8 42. Pursuant to section 382 of the Code of Civil Procedure, this action qualifies as a class action
9 because there is a well-defined community of interest in the litigation and the proposed Class is easily
10 ascertainable.
11

12 43. **Numerosity.** (Code Civ. Proc., § 382.) The potential members of the Class as defined are
13 so numerous that joinder of all the members of the Class is impracticable. While the precise number of
14 Class Members has not been determined at this time, Plaintiff is informed and believes that there are
15 over one hundred Class Members employed by Defendants within the State of California.
16

17 44. Accounting for employee turnover during the relevant periods necessarily increases this
18 number substantially. Plaintiff alleges Defendants' employment records would provide information as
19 to the number and location of all Class Members. Joinder of all members of the proposed Class is not
20 practicable
21

22 45. **Commonality.** There are questions of law and fact common to Class Members. These
23 common questions include, but are not limited to:

24 a. Did Defendants violate Labor Code sections 1198 and 510, 558 [Overtime
25 Violations] by not compensating Class Members overtime wages due to
26 misclassifying Class Members as personal attendants.
27

28 b. Did Defendants violate Labor Code sections 226.7, 512 and applicable Wage Orders
by not providing the Class Members meal periods for shifts greater than five (5) hours

1 and/or second meal periods for shifts greater than ten (10) hours by failing to relieve
2 employees of all duty, relinquish control over their activities and permit a reasonable
3 opportunity to take an uninterrupted 30-minute break and not paying them an
4 additional hour's of pay in lieu thereof?
5

6 c. Did Defendants violate Labor Code sections 226.7 and applicable Wage Orders by
7 not providing the Class Members rest periods for shifts greater than 3.5 hours by
8 failing to relieve employees of all duty, relinquish control over their activities and
9 permit a reasonable opportunity to take an uninterrupted 10-minute break and not
10 paying them an additional hour's of pay in lieu thereof?
11

12 d. Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class Members
13 upon termination or resignation all wages earned?
14

15 e. Are Defendants liable to Class Members for penalty wages under Labor Code § 203?
16

17 f. Did Defendants violate Labor Code § 226(a) by not furnishing Class Members with
18 accurate wage statements?

19 g. Did Defendants violate the Unfair Competition Law, Business and Professions Code
20 § 17200, *et seq.*, by its unlawful practices as alleged herein?
21

22 h. Are Class Members entitled to restitution of penalty wages under Business and
23 Professions Code § 17203?

24 i. Are Class Members entitled to costs and attorneys' fees?
25

26 j. Are Class Members entitled to interest?
27

28 k. The nature of the equitable relief to which the Class members are entitled.

l. Is injunctive relief appropriate to ensure Defendants' compliance with the

requirements of the Labor Code with respect to members of the Class who are still currently employed by Defendants?

46. **Typicality of claims.** The claims of Plaintiff herein alleged are typical of those claims which could be alleged by other members of the classes, and the relief sought is typical of the relief which would be sought by each of the members of the classes in separate actions. Plaintiff and other members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein..

47. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Class Members and has no interests adverse to those of the Class Members. Plaintiff has retained qualified counsel experienced in class action practice.

48. **Superiority.** A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the necessary duplication of effort and expense that numerous individual actions would require. The damages suffered by each Class member are relatively small in the context of a class action analysis, and the expense and burden of individual litigation would make it extremely difficult or impossible for the individual Class members to seek and obtain individual relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY FOR OVERTIME**

4 **(Against All Defendants AND DOES 1 through 25 Inclusive)**

5 49. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1
6 through 48 as if fully set forth herein.

7 50. Domestic workers provide services related to the care of people in the home, or maintain
8 private households or their premises.

9 51. Domestic workers include nannies, childcare providers, caregivers and personal attendants,
10 housekeepers, cooks, and other household workers.

11 52. "Personal attendant" means any person employed by a private householder or by any third-
12 party employer recognized in the health care industry to work in a private household, to supervise, feed,
13 or dress a child, or a person who by reason of advanced age, physical disability, or mental deficiency
14 needs supervision. The status of personal attendant shall apply when no significant amount of work
15 other than the foregoing is required. For purposes of this subdivision, "no significant amount of work"
16 means work other than the foregoing did not exceed 20 percent of the total weekly hours worked.
17

18 53. Pursuant to Labor Code section 1454, a domestic work employee who is a personal
19 attendant shall not be employed more than nine hours in any workday or more than 45 hours in any
20 workweek unless the employee receives one and one-half times the employee's regular rate of pay for
21 all hours worked over nine hours in any workday and for all hours worked more than 45 hours in the
22 workweek..
23

24 54. If a domestic worker spends more than 20 percent of his or her time performing work other
25 than supervising, feeding, and dressing a child or person who needs supervision, he or she is not
26 considered a personal attendant. Domestic workers who are NOT personal attendants are entitled to
27 overtime under Wage Order No. 15
28

1 55. Throughout her employment, Plaintiff was not a personal attendant and Plaintiff was a non-
2 live in employee.

3 46. Pursuant to Wage Order No. 15, Defendants were required to compensate Plaintiff and the
4 Overtime Class who were non live-ins overtime as follows:
5

- 6 a. overtime for hours worked over eight (8) in a day or 40 regular hours in a workweek;
- 7 b. overtime for the first eight (8) hours on the seventh consecutive day of the workweek;
- 8 c. double time (2 x the regular rate of pay) for hours worked over 12 in a day; and,
- 9 d. double time for hours worked over eight (8) on the seventh consecutive day of the
10 workweek.
11

12 47. Pursuant to Wage Order No. 15, Defendants were required to compensate the Overtime
13 Class who are Live-Ins overtime as follows:

- 14 a. overtime for hours worked over nine (9) in a day
- 15 b. overtime for the first nine (9) hours worked on the sixth and seventh consecutive day
16 of the workweek.
- 17 c. double time (2 x the regular rate of pay) for hours worked over nine (9) hours on the
18 sixth and seventh consecutive day of workweek.
19

20 48. At all times relevant hereto, Plaintiff and the Overtime Class were not paid overtime wages
21 pursuant to Wage Order No. 15.

22 49. Throughout Plaintiff's employment, Plaintiff worked in excess of 12 hours in a workday,
23 however, Plaintiff was not paid double time for hours worked in excess of 12 hours in a day. Rather,
24 Defendant paid Plaintiff overtime for the hours worked over nine (9) hours per day or over 45 hours per
25 week.
26

27 50. Pursuant to Labor Code Section 1194(a) Plaintiff and the Class can recover the unpaid
28 balance of the full amount of overtime wages due, including interest thereon, together with reasonable

1 attorney's fees and costs of suit. Plaintiff and the Class have incurred and continue to incur legal
2 expenses and attorney's fees. Plaintiff and the Class are entitled to legal expenses and attorney's fees
3 pursuant to California Labor Code §1194(a), in a sum according to proof.
4

5 51. As a result of the unlawful acts of Defendants, Defendants are liable for civil penalties
6 pursuant to California Labor Code §§ 558 and 2698 *et seq.*

7 52. In addition, pursuant to California Labor Code section 1199, Defendants are subject to the
8 civil penalty of \$50.00 for the initial violation wherein, Defendants underpaid Plaintiff and other
9 aggrieved individuals and \$100.00 for each subsequent pay period during which the Plaintiff and other
10 Overtime Class were underpaid.
11

12 53. Also, pursuant to California Labor Code section 1197.1, Defendants are subject to the civil
13 penalty of \$100.00 for the initial violation wherein, Defendants underpaid Plaintiff and other aggrieved
14 individuals and \$250.00 for each subsequent pay period during which the Plaintiff and other aggrieved
15 individuals were underpaid.
16

17 54. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director,
18 officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since
19 Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on
20 behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.
21

22 **SECOND CAUSE OF ACTION**

23 **COMPENSATION FOR REQUIRED MEAL PERIODS NOT PROVIDED**

24 **(Against All Defendants AND DOES 1 through 25 Inclusive)**

25 55. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1
26 through 54 as if fully set forth herein.

27 56. California Labor Code § 226.7(a) provides, "No employer shall require any employee to
28 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
Commission."

1 57. Section 512(a) of the California Labor Code provides, in relevant part, that: "An employer
2 may not employ an employee for a work period of more than five hours per day without providing the
3 employee with a meal period of not less than 30 minutes, except that if the total work period per day of
4 the employee is no more than six hours, the meal period may be waived by mutual consent of both the
5 employer and employee. An employer may not employ an employee for a work period of more than 10
6 hours per day without providing the employee with a second meal period of not less than 30 minutes,
7 except that if the total hours worked is no more than 12 hours, the second meal period may be waived
8 by mutual consent of the employer and the employee only if the first meal period was not waived
9

10 58. During the Class period, Plaintiff and the Meal Break Class regularly worked in excess of
11 five (5) hours a day without being provided at least half-hour meal periods in which he or she was
12 relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Orders.
13

14 59. During the Class period, Defendants impeded, discouraged or dissuaded Plaintiff from
15 taking all off duty meal periods. During her employment, Plaintiff was told to remain on-duty at all
16 times.
17

18 60. During the Class period, Defendants failed to provide Plaintiff and the Meal Break Class
19 with second meal breaks when worked in excess of 10 hours per day. Plaintiff is informed and believes
20 and on that basis alleges that Star Pro did not have a policy providing second meal breaks when working
21 in excess of 10 hours per day.
22

23 61. During the Class period, Defendants failed to pay Plaintiff and the Meal Break Class the
24 premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. As a result
25 of violations of California Labor Code §§ 226.7 and 512 and Wage Orders, Defendants are liable for
26 civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*
27

28 62. Plaintiff and the Meal Break class members are entitled to recover one additional hour of
pay at their regular rate of compensation with Defendants for each work day that a meal period was not

provided or during which they were not relieved of his or her duties the time worked. Plaintiff and the Meal Break Class are also entitled to their costs and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the rate of interest specified in § 3289(b) of the Cal. Civil Code and section 2698 of the California Labor Code.

63. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director, officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.

THIRD CAUSE OF ACTION
COMPENSATION FOR REQUIRED REST PERIODS NOT PROVIDED
(Against All Defendants AND DOES 1 through 25 Inclusive)

64. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1 through 63 as if fully set forth herein.

65. California Labor Code§ 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

66. The California Industrial Welfare Commission Wage Orders requires that employers authorize or permit nonexempt employees to take a rest period that must, insofar as practicable, be taken in the middle of each work period. The rest period is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four hour work period, or major fraction thereof.

67. Pursuant to Labor Code section 226.7, if an employer fails to authorize or permit an employee a rest period in accordance with an applicable IWC Order, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest period is not provided.

1 68. The provisions of IWC Orders state that the rest period is defined as a "net" ten minutes,
2 which means that the rest period begins when the employee reaches an area away from the work area
3 that is appropriate for rest. Furthermore, employers are required to provide suitable resting facilities that
4 shall be available for employees during working hours in an area separate from the toilet rooms.
5

6 69. Throughout the class period, Defendants failed to authorize or permit Plaintiff and the Rest
7 Break Class with lawful rest breaks.

8 70. Pursuant to California Labor Code section 226.7, Plaintiff and the Rest Break Class are
9 entitled to recover one additional hour of pay at their regular rate of compensation with Defendants for
10 each day that the rest periods were not provided. Plaintiff and the Rest Break Class are also entitled to
11 their costs and reasonable attorneys' fees, according to proof, and to interest on all due and unpaid wages
12 at the rate of interest specified in § 3289(b) of the Cal. Civil Code and section 2698 of the California
13 Labor Code.
14

15 71. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director,
16 officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since
17 Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on
18 behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.
19

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**

22 **(Against All Defendants AND DOES 1 through 25 Inclusive)**

23 72. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1
24 through 71 as if fully set forth herein.

25 73. Labor Code § 226 (a) requires employers semi-monthly or at the time of each payment of
26 wages to furnish each employee with a statement itemizing, *inter alia*, the total hours worked by the
27 employee. Labor Code § 226, including subsection (e), provides that if an employer knowingly and
28

1 intentionally fails to provide a statement itemizing, *inter alia*, the total hours worked by the employee,
2 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
3 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand
4 dollars (\$4,000). Plaintiff also alleges upon information and belief that Defendants failed to maintain
5 complete and accurate payroll records for Plaintiff showing gross wages earned, total hours worked, all
6 deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and
7 the corresponding number of hours worked at the hourly rate.
8

9 74. Defendants knowingly and intentionally failed to furnish and continue to knowingly and
10 intentionally fail to furnish Plaintiff and the Class Members with itemized statements showing the actual
11 total hours worked by each of them, as required by Labor Code § 226(a). Defendants issued payroll
12 checks to its employees, including Plaintiff, who work or worked in the State of California. As a result,
13 Defendants are liable to Plaintiff and the Class for the amounts provided by Labor Code § 226, 1174,
14 and 1174.5.
15

16 75. Pursuant to Labor Code section 226.3, Defendants shall be subject to a civil penalty in the
17 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
18 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the
19 employer fails to provide the employee a wage deduction statement.
20 Pursuant to California Labor Code section 558, Defendants are subject to the civil penalty of \$50.00 for
21 the initial violation and \$100.00 for each subsequent violation of Labor Code section 226.
22

23 76. Pursuant to California Labor Code section 1174.5, Any person employing labor who
24 willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and
25 complete records required by subdivision (d) of Section 1174, or to allow any member of the
26 commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174,
27 shall be subject to a civil penalty of five hundred dollars (\$500).
28

1 77. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director,
2 officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since
3 Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on
4 behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.
5

6 **FIFTH CAUSE OF ACTION**

7 **(WAITING TIME PENALTIES**

8 **(Against All Defendants AND DOES 1 through 25 Inclusive)**

9 78. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1
10 through 77 as if fully set forth herein.

11 79. During the relevant time period, many Class members, including Plaintiff, were employed
12 by and thereafter terminated by or resigned from their positions with Defendants. Defendants, however,
13 willfully failed to pay such Class members all wages owed them (including rest period premiums) and
14 failed to pay Plaintiffs within the time limits set forth in California Labor Code sections 201 and 202.
15

16 80. Under Labor Code sections 201, 202, and 203, those Class members who no longer work
17 for Defendants are entitled to waiting time penalties for Defendants' willful failure to timely pay all
18 wages owed upon separation of their employment.

19 81. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director,
20 officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since
21 Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on
22 behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.
23

24 **SIXTH CAUSE OF ACTION**

25 **UNFAIR BUSINESS PRACTICE BUS. & PROF. CODE §§ 17200-17208**

26 **(Against All Defendants AND DOES 1 through 25 Inclusive)**

27 82. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs 1
28 through 81 as if fully set forth herein.

1 83. Defendants have engaged in acts of unfair competition as defined in Bus. & Profs Code §§
2 17200, *et seq.*, by engaging in the acts and practices alleged herein.

3 84. California Labor Code section 90.5(a) states that it is the public policy of California to
4 vigorously enforce minimum labor standards to ensure employees are not required to work under
5 substandard and unlawful conditions, and to protect employers who comply with the law from those
6 who attempt to gain competitive advantage at the expense of their workers by failing to comply with
7 minimum labor standards

8
9 85. Plaintiff is informed and believes and, on that basis, allege, that the unlawful, unfair and/or
10 fraudulent practices alleged herein are based upon a policy or practice that is continuing in nature.
11 Specifically, Defendants, and each of them, have engaged, continue to engage, and will continue to
12 engage in a pattern and practice of:

- 13
14 a. Defendants' failure to pay legally required overtime compensation under the Wage
15 Orders and Labor Code;
16
17 b. Defendants' failure to keep and provide wage statements;
18
19 c. Defendant's failure to provide lawful meal and rest breaks;

20 86. Plaintiff alleges that Defendant maintained control over Plaintiff's hours, wages, and
21 working conditions as to render Defendant as Plaintiff's employer and to render Plaintiff as Defendant's
22 employee.

23 87. As a direct and proximate result of these unlawful and unfair practices, Plaintiff has suffered
24 injury in fact and lost income in that Defendants have become unjustly enriched by the savings in
25 salaries, benefits, and other employment perquisites that Plaintiffs would otherwise have earned but for
26 the aforesaid unfair business practices. Defendants should be made to disgorge and make restitution of
27 and restore all ill-gotten gains attributable to these acts and practices to Plaintiff and the class.

28 88. Under the Business & Professions Code Section 17203, Plaintiff and the Class are entitled

1 to obtain restitution of these funds for Defendants' unfair business practices as enumerated herein.

2 89. Pursuant to Business & Professions Code Section 17203, injunctive relief is necessary to
3 prevent Defendants from continuing to engage in the unfair business practices as alleged herein. Plaintiff
4 is informed and believes that Defendants, and persons acting in concert with them, have committed and
5 will continue to commit the above unlawful acts unless restrained or enjoined by this Court. Unless the
6 relief prayed for below is granted, a multiplicity of actions will result. Plaintiff has no plain, speedy, or
7 adequate remedy at law, in that pecuniary compensation would not afford adequate and complete relief.
8 The above-described acts will cause great and irreparable damage to the Plaintiff and the Class unless
9 Defendants are restrained from committing further illegal acts.
10

11
12 90. Pursuant to Labor Code section 558.1, Defendant BIANCHI, who is an owner, director,
13 officer, or managing agent of YOUR HOME, may be held liable as the employer for such violation since
14 Plaintiff is informed and believes and on that basis alleges that Defendant BIANCHI was acting on
15 behalf of YOUR HOME and caused the labor codes alleged in this cause of action to be violated.
16

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

19 **(California Labor Code § 2698 *et seq.*)**

20 **(Against All Defendants and DOES 1 through 25 Inclusive)**

21 91. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
22 1 through 90 as if fully set forth herein.

23 92. Plaintiff is an "aggrieved employees" under PAGA, as she was employed by Defendants
24 during the applicable statutory period and suffered one or more of the Labor Code violations set forth
25 herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former
26 aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorney's
27 fees and costs.

28 93. Plaintiff seeks to recover the PAGA civil penalties through a representative action
permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.

1 Therefore, class certification of the PAGA claims is not required.

2 94. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
3 Code provisions:

- 4 a) failure to pay overtime wages in violation of Labor Code §§ 510, 558, 1194 and 1197.1;
5 b) failure to provide meal periods in violation of Labor Code §§ 226.7, 512, and 558;
6 c) failure to authorize or permit rest periods in violation of Labor Code §§ 226.7 and 558;
7 d) failure to provide itemized wage statements in violation of Labor Code §§ 226(a), 1174,
8 and 1174.5;
9 e) failure to provide prompt payment of wages upon termination and resignation in violation
10 of Labor Code §§ 201, 202, 203;

11 95. Labor Code § 2699(f) provides: For all provisions of this code except those for which a
12 civil penalty is specifically provided, there is established a civil penalty for a violation of these
13 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more
14 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
15 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
16 each subsequent violation.

17 96. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and each
18 member of the Plaintiff Class she seeks to represent for each pay period in which he or she was
19 aggrieved, in the amounts established by Labor Code § 2699(f)

20 97. Plaintiff seeks penalties based upon the factual allegations of this Complaint and the
21 letters sent to the Labor and Workforce Development Agency and allegations related to those
22 allegations.

23 98. Plaintiff seeks penalties on behalf of herself, and all other aggrieved employees, and the
24 State, as provided by Labor Code § 2699(i).

25 99. As a direct result of Defendants' conduct as described, Plaintiffs are entitled to recover
26 from Defendants, on their own behalf and on behalf of others similarly situated, the maximum civil
27 penalties permitted by the Private Attorneys General Act for all violations of Labor Code sections,
28

including but not limited to, 201-203, 226, 226.3 (e), 226.3, 558, as well as reasonable attorney's fees, interest and costs.

100. With respect to violations of Labor Code§§ 510, 512, Labor Code§ 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Moreover, Plaintiffs seeks civil penalties in the amount of unpaid wages owed to aggrieved employees pursuant to Labor Code§ 558(a)(3).

101. With respect to violations of Labor Code§ 1174, Labor Code§ 1174.5 imposes a civil penalty of \$500

102. Labor Code§ 2699 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code§§ 226.7, 226.8, 1174, 1182.12, 1194, 1197, 1198, and 2802.

103. On November 7, 2023 Plaintiff provided written notice ("PAGA Notice") by online transmission to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code §2699.3.

104. No notice of cure by Defendants was provided and the LWDA has not provided Plaintiff with notice that it intends to investigate this violation, although more than 65 days elapsed since the postmark date of Plaintiff's notice.

PRAYER

WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment in his favor and against Defendants, and each of them, as follows:

1. Certification of the proposed plaintiff Class;
2. For the relief described above for each Cause of Action;

3. For special damages to the extent permitted by law, including, but not limited to, pursuant to California Code of Civil Procedure § 1021.5, California Labor Code §§ 218.5 218.6, 1194, 2802 and PAGA;
4. For any Cause of Action for which the illegal conduct resulted in the failure to pay for all hours worked and for overtime pay, or resulted in the payment of less than minimum wage or non-payment of applicable overtime, recovery of wages and statutory civil penalties and liquidated damages in amounts according to proof at trial;
5. A ward compensatory and liquidated damages, as applicable for each cause of action, in amounts according to proof at trial, with interest thereon pursuant to *Labor Code* § 1194.2.;
6. A ward general, economic and special damages, as applicable for each cause of action, in amounts according to proof at trial, with interest thereon;
7. For recovery of unpaid wages plus an additional one (1) hour of pay for each work day that the rest period was not provided, in amounts according to proof at trial;
8. For recovery of unpaid wages plus an additional one (1) hour of pay for each work day that the meal period was not provided, in amounts according to proof at trial;
9. For recovery of civil penalties, as set forth in Labor Code Section 558, of Fifty Dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid and One Hundred Dollars (\$100) for each underpaid employee for each subsequent violation per pay period;
10. For recovery of civil penalties, as set forth in Labor Code Section 1197.1, of One Hundred Dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid and Two Hundred Fifty Dollars (\$250) for each underpaid employee for each subsequent violation per pay period;
11. For damages and penalties pursuant to *Labor Code* § 226.7(b);
12. Recovery of a sum not to exceed Four Thousand Dollars (\$4,000) per Class Member;
13. Injunctive relief to ensure compliance with Labor Code Section 226;
14. An order to Defendants to disgorge and make restitution of and restore all ill-gotten gains attributable to these acts and practices;

15. For equitable relief in the nature of declaratory relief, restitution of all monies due to Plaintiff and Class Members, disgorgement of profits from the unlawful business practices of Defendants, and an accounting;

16. A preliminary and permanent injunction ordering Defendants to cease the unlawful and unfair business practices as alleged above;

17. All civil penalties pursuant to the California Labor Code and the Private Attorney General Act (“PAGA”);

18. Award Plaintiff and the Class attorneys' fees and costs, as allowed by law;

19. Award Plaintiff and the Class prejudgment and post-judgment interest, as provided by law; and,

20. Grant such other and further relief as the Court deems necessary, just, and proper

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as provided by § 631 of the California Code of Civil Procedure.

Dated: February 9, 2024

LAW OFFICES OF MORRIS NAZARIAN

Morris Nazarian

Morris Nazarian, Esq.

Attorneys for Plaintiff

NICOLE D RYDMAN