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 and on behalf of all others similarly situated.

FILED
 Superior Court of California
 County of Los Angeles
09/08/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: S. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VANESSA CARRILLO, individually and
 on behalf of all others similarly situated,

Plaintiffs,

v.

MORNINGSTAR SENIOR
 MANAGEMENT, LLC; and DOES 1
 through 20, inclusive,

Defendants.

Case No. 26STCV20944

Assigned for All Purposes to:
Judge Carolyn B. Kuhl; Dept. 12

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code §§ 2698 *et seq.* ("PAGA")

1 Plaintiff Vanessa Carrillo, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Vanessa Carrillo (“Plaintiff”) brings this individual and representative
5 action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*,
6 against defendants MorningStar Senior Management, LLC, and DOES 1 through 20, inclusive
7 (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of persons who are and
8 were employed by any or all Defendants as non-exempt employees throughout California.

9 2. Defendants operate throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages, overtime wages, and
17 sick pay);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to reimburse necessary business-related costs;
- 22 (e) failing to provide accurate itemized wage statements;
- 23 (f) failing to pay wages timely during employment; and
- 24 (g) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
26 others similarly situated in California to recover, among other things, unpaid wages, un-
27 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
28 penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510,

1 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and Code of
2 California Civil Procedure section 1021.5.

3 **JURISDICTION AND VENUE**

4 6. This is an individual and representative action pursuant to the Private Attorneys
5 General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.* (“PAGA”)). The monetary damages and
6 restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and
7 will be established according to proof at trial.

8 7. This Court has jurisdiction over this action pursuant to the California
9 Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all
10 causes except those given by statutes to other courts. The statutes under which this action is
11 brought do not specify any other basis for jurisdiction.

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

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
19 took place in this county.

20 **THE PARTIES**

21 10. Plaintiff is a resident of California and worked for Defendants during the relevant
22 time periods as alleged herein.

23 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
24 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
25 employers, whose employees were and are engaged throughout this county and the State of
26 California.

27 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
28 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this

1 Complaint and serve such fictitiously named defendants once their names and capacities become
2 known.

3 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
5 all relevant times.

6 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
7 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
9 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
10 employer and/or joint employer of Plaintiff and other aggrieved employees.

11 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
12 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
13 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
14 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
15 official policy of Defendants.

16 16. At all relevant times, Defendants, and each of them, acted within the scope of
17 such agency or employment, or ratified each and every act or omission complained of herein. At
18 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
19 each and all the other Defendants in proximately causing the damages herein alleged.

20 17. Plaintiff is informed and believes, and thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 **GENERAL ALLEGATIONS**

24 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
25 California residents as non-exempt employees throughout California.

26 19. Defendants continue to employ non-exempt employees within California.

27 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
5 for all time worked (including minimum wages, overtime wages, and sick pay) and that they
6 were not receiving all wages earned for work that was required to be performed. In violation of
7 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid
8 all wages (including minimum wages and overtime wages) for all hours worked at the correct
9 rate of pay and within the correct time.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other aggrieved employees were entitled to receive all
12 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
13 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
14 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
15 employees did not receive all meal periods or payment of one (1) additional hour of pay at
16 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
17 uninterrupted meal period.

18 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
20 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
21 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
22 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
23 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
24 regular rate of pay when a rest break was missed, late, or interrupted.

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
27 and/or indemnification for all necessary business expenditures or losses as a direct consequence
28 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation

1 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
2 necessary business expenses or losses, but were not reimbursed nor indemnified of such
3 expenses or losses that were incurred as a direct consequence of the discharge of their duties, or
4 of their obedience to the directions of Defendants, including personal vehicles and uniforms.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to receive
7 itemized wage statements that accurately showed the following information pursuant to the
8 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
10 (4) all deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
12 which the employee is paid; (7) the name of the employee and only the last four digits of his or
13 her social security number or an employee identification number other than a social security
14 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved
17 employees were not provided with accurate itemized wage statements.

18 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff other aggrieved employees were entitled to timely payment of
20 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and other
21 aggrieved employees did not receive payment of all wages within the permissible time periods.

22 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
24 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
25 intentionally failed to do so in order to increase Defendants' profits.

26 28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf to recover, among other things, unpaid wages
28 (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid

1 rest period premium payments, unreimbursed business expenditures, interest, attorneys' fees,
2 penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 29. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 30. Labor Code sections 1194 and 1197 provide that the minimum wage for
9 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of
10 a lesser wage than the minimum so fixed is unlawful.

11 31. Plaintiff was an employee entitled to the protections of Labor Code sections 1194
12 and 1197.

13 32. During the relevant time period, Defendants failed to pay Plaintiff all wages owed
14 when Defendants did not pay minimum wage for all hours worked.

15 33. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiff for all hours worked pursuant to Labor Code sections 1194 and 1197.

17 34. Defendants' failure to pay Plaintiff the required minimum wage violates Labor
18 Code sections 1194 and 1197. Pursuant to these sections, Plaintiff is entitled to recover the
19 unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys'
20 fees.

21 35. Pursuant to Labor Code section 1194.2, Plaintiff is entitled to recover liquidated
22 damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

26 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
27 though fully set forth herein.

1 37. Labor Code section 1198 and the applicable IWC Wage Order provide that it is
2 unlawful to employ persons without compensating them at a rate of pay either one and one-half
3 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
4 worked by the person on a daily or weekly basis.

5 38. Specifically, the applicable IWC Wage Orders provide that Defendants are and
6 were required to pay overtime compensation to Plaintiff at the rate of one and one-half times
7 (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours
8 in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on
9 the seventh day of work in a workweek.

10 39. The applicable IWC Wage Orders further provide that Defendants are and were
11 required to pay overtime compensation to Plaintiff at a rate of two times their regular rate of pay
12 when working and for all hours worked in excess of twelve (12) hours in a day or in excess of
13 eight (8) hours on the seventh day of work in a workweek.

14 40. California Labor Code section 510 codifies the right to overtime compensation at
15 one and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
17 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a workweek.

20 41. Labor Code section 510 and the applicable IWC Wage Orders provide that
21 employment of more than six days in a workweek is only permissible if the employer pays
22 proper overtime compensation as set forth herein.

23 42. Plaintiff were employees entitled to the protections of California Labor Code
24 sections 510 and 1194.

25 43. During the relevant time period, Defendants required Plaintiff to work in excess
26 of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of
27 work, entitling them to overtime wages.

44. During the relevant time period, Defendants failed to pay Plaintiff overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff were not paid proper overtime wages.

45. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff for all wages earned and all hours worked.

46. Defendants' failure to pay Plaintiff the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code sections 510 and 1198, and is therefore unlawful.

47. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover her unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

49. Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

50. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

51. Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours in a day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

1 52. Labor Code section 512(a) also provides that an employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second meal period of not less than thirty (30) minutes, except that if the total hours
4 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
5 consent of the employer and the employee only if the first meal period was not waived.

6 53. During the relevant time period, Plaintiff worked more than five (5) or ten (10)
7 hours and did not receive all compliant meal periods because their meal periods were missed,
8 late, short, interrupted, and/or they were not permitted to take a second meal period.

9 54. Labor Code section 226.7(b) and section 11 of the applicable IWC Wage Order
10 require an employer to pay an employee one (1) additional hour of pay at the employee's regular
11 rate of compensation for each work day that a compliant meal period is not provided.

12 55. At all relevant times, Defendants failed to pay Plaintiff meal period premiums for
13 missed, late, and/or short meal periods pursuant to Labor Code section 226.7(b) and section 11
14 of the applicable IWC Wage Order.

15 56. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for
16 each day a compliant meal period was not provided, Plaintiff suffered and continue to suffer a
17 loss of wages and compensation.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PERMIT REST BREAKS**

20 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

21 57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 58. Labor Code section 226.7(a) provides that no employer shall require an employee
24 to work during any rest period mandated by the IWC Wage Orders.

25 59. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
26 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
27 the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the
28

1 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

3 60. During the relevant time period, Plaintiff did not receive all ten (10) minute rest
4 periods for every four (4) hours or major fraction thereof worked, including working in excess of
5 ten (10) hours, because they were required to work through their rest periods and/or were not
6 authorized to take their rest periods.

7 61. Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order
8 requires an employer to pay an employee one (1) additional hour of pay at the employee’s
9 regular rate of compensation for each work day that a compliant rest period is not provided.

10 62. At all relevant times, Defendants failed to pay Plaintiff rest period premiums for
11 missed, late, and/or interrupted rest periods pursuant to Labor Code section 226.7(b) and section
12 12 of the applicable IWC Wage Order.

13 63. As a result of Defendants’ failure to pay Plaintiff an additional hour of pay for
14 each day a compliant rest period was not provided, Plaintiff suffered and continue to suffer a loss
15 of wages and compensation.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 (Violation of Labor Code §§ 2800, 2802)

19 64. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 65. Labor Code section 2800 states that “[a]n employer shall in all cases indemnify
22 his employee for losses caused by the employer’s want of ordinary care.”

23 66. Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
26 the employer”

27 67. Labor Code section 2802(b) states that “[a]ll awards made by a court . . . for
28 reimbursement of necessary expenditures under this section shall carry interest at the same rate

1 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
2 the necessary expenditure or loss.”

3 68. Labor Code section 2802(c) states that “[f]or purposes of this section, the term
4 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
5 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

6 69. During the relevant time period, Plaintiff incurred necessary business-related
7 costs that were not fully reimbursed by Defendants.

8 70. In violation of Labor Code sections 2800 and 2802, Defendants failed to
9 reimburse or indemnify Plaintiff for their expenses due to Defendants’ knowing and intentional
10 failure to reimburse necessary business expenditures in connection with Plaintiff’s work and job
11 duties.

12 71. As a direct result, Plaintiff has suffered and continues to suffer losses, and
13 therefore seeks complete reimbursement and indemnification of necessary business expenditures
14 or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights
15 under Labor Code section 2802, including, but not limited to attorneys’ fees.

16 SIXTH CAUSE OF ACTION

17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

18 (Violation of Labor Code § 226; Violation of IWC Wage Order)

19 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 73. Labor Code section 226(a) requires Defendants to provide each employee with an
22 accurate wage statement in writing showing nine pieces of information, including, the following:
23 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
24 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
27 which the employee is paid, (7) the name of the employee and the last four digits of his or her
28 social security number or an employee identification number other than a social security number,

1 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
2 rates in effect during the pay period and the corresponding number of hours worked at each
3 hourly rate by the employee.

4 74. During the relevant time period, Defendants have knowingly and intentionally
5 failed to comply with Labor Code section 226(a) on wage statements that were provided to
6 Plaintiff. The deficiencies include, among other things, the failure to correctly state the gross and
7 net wages earned, total hours worked, all applicable hourly rates in effect, and the number of
8 hours worked at each hourly rate by Plaintiff.

9 75. As a result of Defendants' knowing and intentional failure to comply with Labor
10 Code section 226(a), Plaintiff has suffered injury and damage to her statutorily-protected
11 rights. Specifically, Plaintiff is deemed to suffer an injury pursuant to Labor Code section 226(e)
12 where, as here, Defendants intentionally violated Labor Code section 226(a). Plaintiff were
13 denied both their legal right to receive, and their protected interest in receiving, accurate itemized
14 wage statements under Labor Code section 226(a). In addition, because Defendants failed to
15 provide the accurate rates of pay on wage statements, Defendants prevented Plaintiff from
16 determining if all hours worked were paid at the appropriate rate and the extent of the
17 underpayment. Plaintiff had to file this lawsuit in order to analyze the extent of the
18 underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have
19 had to engage in these efforts and incur these costs had Defendants provided the accurate hours
20 worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to demand and
21 recover the underpayment of wages from Defendants.

22 76. Plaintiff is entitled to recover from Defendants the greater of all actual damages
23 caused by Defendants' failure to comply with Labor Code section 226(a) or fifty dollars (\$50.00)
24 for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per
25 employee for each violation in subsequent pay periods in an amount not exceeding four thousand
26 dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

27 77. Defendants' violations of California Labor Code section 226(a) prevented
28 Plaintiff from knowing, understanding, and disputing the wages paid to them and resulted in an

1 unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
2 intentional failure to comply with California Labor Code section 226(a), Plaintiff has suffered an
3 injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

6 (Violation of Labor Code §§ 201, 202, and 203)

7 78. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 79. Labor Code sections 201 and 202 provide that if an employer discharges an
10 employee, the wages earned and unpaid at the time of discharge are due and payable
11 immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
12 shall become due and payable not later than seventy-two (72) hours thereafter, unless the
13 employee has given seventy-two (72) hours previous notice of an intention to quit, in which case
14 the employee is entitled to his or her wages at the time of quitting.

15 80. During the relevant time period, Defendants willfully failed to pay Plaintiff all her
16 earned wages upon termination, either at the time of discharge or within seventy-two (72) hours
17 of their leaving Defendants' employ.

18 81. Defendants' failure to pay Plaintiff all her earned wages at the time of discharge
19 or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor
20 Code sections 201 and 202.

21 82. Labor Code section 203 provides that if an employer willfully fails to pay wages
22 owed immediately upon discharge or resignation in accordance with Labor Code sections 201
23 and 202, then the wages of the employee shall continue as a penalty from the due date at the
24 same rate until paid or until an action is commenced; but the wages shall not continue for more
25 than thirty (30) days.

26 83. Pursuant to Labor Code section 203, Plaintiff is entitled to recover from
27 Defendants the statutory penalty, which is defined as Plaintiff's regular daily wages at their
28 regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

1 **EIGHTH CAUSE OF ACTION**

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

3 (Violation of Business and Professions Code §§ 17200, *et seq.*)

4 84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 85. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
7 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
8 . .”

9 86. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
10 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
11 and practices violated state law, causing Plaintiff to suffer and continue to suffer injuries-in-fact.

12 87. Defendants’ policies and practices violated state law in at least the following
13 respects:

- 14 (a) Failing to pay all wages earned (including minimum wage, overtime
15 wages, and sick pay) to Plaintiff at the proper rate of pay and in a timely
16 manner in violation of Labor Code sections 204, 246, 510, 1194, 1194.2,
17 1197, 1198.
- 18 (b) Failing to provide compliant meal periods without paying Plaintiff
19 premium wages for every day said meal periods were not provided in
20 violation of Labor Code sections 226.7 and 512.
- 21 (c) Failing to authorize or permit compliant rest breaks without paying
22 Plaintiff premium wages for every day said rest breaks were not
23 authorized or permitted in violation of Labor Code section 226.7.
- 24 (d) Failing to reimburse Plaintiff for necessary business-related expenses in
25 violation of Labor Code sections 2800 and 2802.
- 26 (e) Failing to provide Plaintiff with accurate itemized wage statements in
27 violation of Labor Code section 226.
- 28

1 (f) Failing to timely pay all earned wages to Plaintiff upon separation of
2 employment in violation of Labor Code sections 201, 202, and 203.

3 88. As alleged herein, Defendants systematically engaged in unlawful conduct in
4 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
5 (minimum and overtime wages), failing to provide meal periods and rest breaks or
6 compensation in lieu thereof, failing to reimburse necessary business-related costs and
7 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
8 owing upon separation of employment in a timely manner to Plaintiff, all in order to decrease
9 their costs of doing business and increase their profits.

10 89. At all relevant times herein, Defendants held themselves out to Plaintiff as being
11 knowledgeable concerning the labor and employment laws of California.

12 90. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
13 wages and monies, thereby creating for Defendants an artificially lower cost of doing business
14 in order to undercut their competitors and establish and/or gain a greater foothold in the
15 marketplace.

16 91. By violating the foregoing statutes and regulations as herein alleged, Defendants'
17 acts constitute unfair and unlawful business practices under California Business and Professions
18 Code sections 17200, *et seq.*

19 92. As a result of the unfair and unlawful business practices of Defendants as alleged
20 herein, Plaintiff is entitled to injunctive relief, disgorgement, and restitution in an amount to be
21 shown according to proof at trial.

22 93. Plaintiff seeks to enforce important rights affecting the public interest within the
23 meaning of California Code of Civil Procedure section 1021.5. Defendants' conduct, as alleged
24 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general
25 public. Based on Defendants' conduct as alleged herein, Plaintiff is entitled to an award of
26 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

27 **NINTH CAUSE OF ACTION**

28 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

1 94. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
2 as though fully set forth herein.

3 95. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
6 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of himself or herself and other current or
8 former employees pursuant to the procedures specified in Labor Code § 2699.3.

9 96. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 97. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
15 including, but not limited to, the following:

- 16 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12,
17 1194, 1197, and 1198 for failure to timely pay all earned wages
18 (including minimum wage, sick pay, and overtime wages) owed to
19 Plaintiff and other aggrieved employees during employment and upon
20 separation of employment as herein alleged;
- 21 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
22 periods to Plaintiff and other aggrieved employees and failure to pay
23 premium wages for missed meal periods as herein alleged;
- 24 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
25 Plaintiff and other aggrieved employees and failure to pay premium
26 wages for missed rest periods as herein alleged;

- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

98. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

99. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

100. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

101. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For compensatory damages in an amount according to proof at trial;
2. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
3. For economic and/or special damages in an amount according to proof at trial;
4. For liquidated damages pursuant to Labor Code section 1194.2;

1 5. For statutory penalties to the extent permitted by law, including those pursuant to
2 the Labor Code and IWC Wage Orders;

3 6. For injunctive relief as provided by the California Labor Code and California
4 Business and Professions Code §§ 17200, *et seq.*;

5 7. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

6 8. For an order requiring Defendants to restore and disgorge all funds to each
7 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
8 or fraudulent and, therefore, constituting unfair competition under Business and Professions
9 Code §§ 17200, *et seq.*;

10 9. For pre-judgment interest;

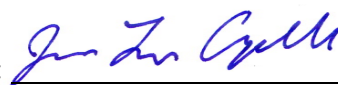
11 10. For civil penalties against Defendants on behalf of all aggrieved employees and
12 the LWDA pursuant to Labor Code § 2698 *et seq.*;

13 11. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
14 by law, including, but not limited to, Code of Civil Procedure section 1021.5 and Labor Code
15 sections 226(e), 1194, and 2698 *et seq.*; and

16 12. For such other relief as the Court deems just and proper.

17
18 Dated: September 8, 2026

AEGIS LAW FIRM, PC

19
20 By: 

Jessica L. Campbell
Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On September 8, 2026, I served the foregoing document entitled:

6 • **FIRST AMENDED COMPLAINT**

7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
8 copy thereof on the party(ies) addressed below as follows:

9 Jeffrey Thurrell 10 Andrew Crane 11 Nichole Simpson 12 Arthur Ramirez 13 Andrade Grace 14 FISHER & PHILLIPS 15 2050 Main Street, Suite 1000 16 Irvine, CA 92614	JThurrell@fisherphillips.com acrane@fisherphillips.com nsimpson@fisherphillips.com aramirez@fisherphillips.com gandrade@fisherphillips.com Attorneys for Defendants: MORNINGSTAR SENIOR MANAGEMENT, LLC
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17 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing. Under that practice it would be deposited with the U.S.
19 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
20 in the ordinary course of business. I am aware that on motion of the party served, service
21 is presumed invalid if postage cancellation date or postage meter date is more than one
22 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
23 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

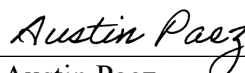
24 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
25 practice of Aegis Law Firm PC for collection and processing correspondence for
26 overnight delivery, and I caused such document(s) described herein to be deposited for
27 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
28 *Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

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

Executed on September 8, 2026, at Irvine, California.


Austin Paez
Email: apaez@aegislawfirm.com