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

META KOK, as an individual and on behalf
 of all others similarly situated,

Plaintiffs,

vs.

KINGS HEALTHCARE & WELLNESS
 CENTER, LP, a California limited
 partnership; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 26CU0286

[Assigned for all purposes to the Hon. Robert
 Shane Burns, in Department 2]

**FIRST AMENDED CLASS &
 REPRESENTATIVE ACTION COMPLAINT
 FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§
226.7 AND 512;
- (2) VIOLATION OF LABOR CODE §
226.7;
- (3) VIOLATION OF LABOR CODE §§
510 AND 1194;
- (4) VIOLATION OF LABOR CODE §§
201, 202, 203, AND 204;
- (5) VIOLATION OF LABOR CODE §
226(a);
- (6) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET*
SEQ.; AND
- (7) VIOLATIONS OF THE CALIFORNIA
LABOR CODE
(LAB. CODE § 2698 ET SEQ.)

DEMAND OVER \$35,000.00

Complaint Filed: June 29, 2026

Trial Date: None

ELECTRONICALLY

FILED

BY SUPERIOR COURT OF CALIFORNIA,
 COUNTY OF KINGS COUNTY

09/01/2026

NOCONA SOBOLESKI, CLERK OF THE COURT
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Plaintiff Meta Kok (“Plaintiff”), hereby submits this First Amended Class and Representative Action Complaint against Defendant Kings Healthcare & Wellness Center, LP, a California limited partnership, and Does 1-50 (hereinafter collectively referred to as “Defendants”), as an individual and on behalf of all other similarly situated current and former employees of Defendants for penalties and/or damages for failure to provide off-duty meal and/or rest periods and/or pay premiums at the correct rate of pay, pay overtime wages owed for all hours worked and at the correct rate of pay, pay sick pay wages at the correct rate of pay, pay all wages owed upon separation of employment, and provide accurate, itemized wage statements under California Labor Code statutes, and restitution for unfair business practices in violation of Business and Professions Code § 17200, *et seq.*, as follows:

INTRODUCTION

1. This class and representative action is within the Court’s jurisdiction under California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”), codified at California Business and Professions Code § 17200, *et seq.*

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and Business and Professions Code against employees of Defendants.

3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by Defendants’ failure to provide off-duty meal and/or rest periods and/or pay premiums at the correct rate of pay, pay overtime wages owed for all hours worked and at the correct rate of pay, pay sick pay wages at the correct rate of pay, pay all wages owed upon separation of employment, and provide accurate, itemized wage statements as to Plaintiff and the Class.

4. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things a system of willful violations of the California Labor Code,

1 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining
2 policies, practices and customs that knowingly deny employees the above stated rights and
3 benefits.

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

8 **JURISDICTION AND VENUE**

9 6. The Court has jurisdiction over the violations of the California Labor Code
10 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698 and the UCL.

11 7. Venue is proper in Kings County because Defendants are located in Kings County
12 and Plaintiff performed Plaintiff's duties in Kings County.

13 **PARTIES**

14 8. Plaintiff was employed by Defendants as a Certified Nurse Assistant from about
15 April 4, 2023 until on or about November 4, 2025. Plaintiff worked as an hourly, non-exempt
16 employee.

17 9. Plaintiff was and is the victim of the policies, practices, and customs of
18 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
19 by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, the
20 applicable IWC Wage Orders, and the UCL.

21 10. Plaintiff is informed and believes and based thereon alleges that Defendant Kings
22 Healthcare & Wellness Center, LP was and is a California limited partnership. Defendant
23 operates skilled nursing facilities throughout California.

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

27 12. As such, and based upon all the facts and circumstances incident to Defendants'
28 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7,

1 510, 512, 558, 1194, 1197, 1197.1, and 2698, the IWC Wage Orders, and the UCL.

2 13. Plaintiff does not know the true names or capacities, whether individual, partner
3 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
4 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
5 complaint when the true names and capacities are known. Plaintiff is informed and believes and
6 based thereon alleges that each of said fictitious Defendants were responsible in some way for
7 the matters alleged herein and proximately caused Plaintiff and members of the general public
8 and class to be subject to the illegal employment practices, wrongs and injuries complained of
9 herein.

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

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

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

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

1 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
2 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
3 the damages as herein alleged.

4 **CLASS ACTION ALLEGATIONS**

5 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
6 California Code of Civil Procedure § 382, of the following classes, which are collectively
7 referred to as the “Class.” Plaintiff also seeks to certifying the following sub-classes:

- 8 a. All current and former non-exempt employees of Defendants in the State
9 of California, who worked more than 5 hours in any shift at any time from
10 June 29, 2022, through the present (the “Meal Period Class”);
- 11 b. All current and former non-exempt employees of Defendants in the State
12 of California, who worked more than 5 hours in any shift at any time from
13 June 29, 2022, through the present, and were paid a meal period premium
14 during the same work week that they earned non-discretionary
15 remuneration, including, but not limited to, WSP Stipends (the “Meal
16 Period Regular Rate Class”);
- 17 c. All current and former non-exempt employees of Defendants in the State
18 of California, who worked more than 3.5 hours in any shift at any time
19 from June 29, 2022, through the present (the “Rest Period Class”);
- 20 d. All current and former non-exempt employees of Defendants in the State
21 of California, who worked more than 3.5 hours in any shift at any time
22 from June 29, 2022, through the present, and were paid a rest period
23 premium during the same work week that they earned non-discretionary
24 remuneration, including, but not limited to, WSP Stipends (the “Rest
25 Period Regular Rate Class”);
- 26 e. All current and former non-exempt employees of Defendants in the State
27 of California, who earned overtime during the same work week that they
28 earned non-discretionary remuneration, including, but not limited to, WSP

Stipends at any time from June 29, 2022, to the present (the “Overtime Regular Rate Class”);

f. All current and former non-exempt employees of Defendants in the State of California, who were paid sick pay wages and during the same work week that they earned non-discretionary remuneration, including, but not limited to, WSP Stipends at any time from June 29, 2022, through the present (the “Sick Pay Class”);

g. All former non-exempt employees of Defendants in the State of California, who were paid sick pay wages and during the same work week that they earned non-discretionary remuneration, including, but not limited to, WSP Stipends at any time from June 29, 2023, through the present (the “Sick Pay Final Wages Class”); and

h. All current and former non-exempt employees of Defendants in the State of California who received “WSP Wages” at any time from June 29, 2025, through present (the “Wage Statement Rate of Pay Class”).

19. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff alleges that Defendants: (a) failed to provide timely, uninterrupted and/or full-length meal breaks to employees who worked 5 hours or longer in one shift, in violation of Labor Code §§ 226.7 and 512, and/or failed to pay the proper rate of pay when paying meal period premiums to employees who also earned non-discretionary remuneration, including, but not limited to, WSP Stipends; (b) (a) failed to provide timely, uninterrupted and/or full-length rest breaks to employees who worked 3.5 hours or longer in one shift, in violation of Labor Code §§ 226.7, and/or failed to pay the proper rate of pay when paying rest period premiums to employees who also earned non-discretionary remuneration, including, but not limited to, WSP Stipends; (c) failed to pay overtime wages for all hours worked and at the correct rate of pay, in violation of Labor Code §§ 510 and 1194; (d) failed to pay all wages owed upon separation of employment,

1 in violation of Labor Code §§ 201-204 as a general matter and when employees were paid sick
2 pay wages and non-discretionary remuneration, including, but not limited to, WSP Stipends
3 during the same workweek; (e) failed to provide accurate, itemized wage statements, in violation
4 of Labor Code § 226(a); and (f) engaged in Unfair Business Practices in violation of the UCL,
5 Labor Code, and the applicable IWC Wage Orders.

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

12 **21.** Defendants uniformly administered a corporate policy, practice violating the
13 Labor Code because Defendants: (a) failed to provide timely, uninterrupted and/or full-length
14 meal breaks to employees who worked 5 hours or longer in one shift, in violation of Labor Code
15 §§ 226.7 and 512, and/or failed to pay the proper rate of pay when paying meal period premiums
16 to employees who also earned non-discretionary remuneration, including, but not limited to,
17 WSP Stipends; (b) (a) failed to provide timely, uninterrupted and/or full-length rest breaks to
18 employees who worked 3.5 hours or longer in one shift, in violation of Labor Code §§ 226.7,
19 and/or failed to pay the proper rate of pay when paying rest period premiums to employees who
20 also earned non-discretionary remuneration, including, but not limited to, WSP Stipends; (c)
21 failed to pay overtime wages for all hours worked and at the correct rate of pay, in violation of
22 Labor Code §§ 510 and 1194; (d) failed to pay all wages owed upon separation of employment,
23 in violation of Labor Code §§ 201-204 as a general matter and when employees were paid sick
24 pay wages and non-discretionary remuneration, including, but not limited to, WSP Stipends
25 during the same workweek; (e) failed to provide accurate, itemized wage statements, in violation
26 of Labor Code § 226(a); and (f) engaged in Unfair Business Practices in violation of the UCL,
27 Labor Code, and the applicable IWC Wage Orders

28 **22. Common Question of Law and Fact:** There are predominant common questions

1 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
2 concerning whether Defendants violated the law when they: (a) failed to provide timely,
3 uninterrupted and/or full-length meal breaks to employees who worked 5 hours or longer in one
4 shift, in violation of Labor Code §§ 226.7 and 512, and/or failed to pay the proper rate of pay
5 when paying meal period premiums to employees who also earned non-discretionary
6 remuneration, including, but not limited to, WSP Stipends; (b) (a) failed to provide timely,
7 uninterrupted and/or full-length rest breaks to employees who worked 3.5 hours or longer in one
8 shift, in violation of Labor Code §§ 226.7, and/or failed to pay the proper rate of pay when
9 paying rest period premiums to employees who also earned non-discretionary remuneration,
10 including, but not limited to, WSP Stipends; (c) failed to pay overtime wages for all hours
11 worked and at the correct rate of pay, in violation of Labor Code §§ 510 and 1194; (d) failed to
12 pay all wages owed upon separation of employment, in violation of Labor Code §§ 201-204 as a
13 general matter and when employees were paid sick pay wages and non-discretionary
14 remuneration, including, but not limited to, WSP Stipends during the same workweek; (e) failed
15 to provide accurate, itemized wage statements, in violation of Labor Code § 226(a); and (f)
16 engaged in Unfair Business Practices in violation of the UCL, Labor Code, and the applicable
17 IWC Wage Orders.

18 **23. Typicality:** The claims of Plaintiff are typical of the claims of all members of the
19 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
20 manner as the Class members. As with other non-exempt employees Plaintiff and other
21 employees were routinely denied meal and rest breaks, and/or required to take them after the 5th
22 hour of work or were required to return to work before being allowed to take a full 30 minutes
23 for a meal breaks and after the 3.5th hour of work or were required to return to work before
24 being allowed to take a full 10 minutes for rest breaks. On information and believe, as a pattern
25 and practice, Defendants controlled the schedule of Plaintiff's work shifts and break times. Thus,
26 Plaintiff is owed meal and rest period premiums. However, when Plaintiff earned non-
27 discretionary remuneration, including, but not limited to, WSP Stipends, Defendants failed to
28 pay meal/rest period premiums, if any, at the correct rate of pay. Moreover, like other non-

1 exempt employees, Plaintiff regularly received non-discretionary remuneration, including, but
2 not limited to, WSP Stipends. During weeks when Plaintiff earned both sick pay wages and non-
3 discretionary remuneration, including, but not limited to, WSP Stipends, the non-discretionary
4 wages were not calculated into the regular rate of pay for purposes of paying sick pay and thus
5 not paid upon his separation of employment in violation of Labor Code §§ 201–203. Defendants
6 also failed to properly calculate and pay overtime wages by failing to include the value of non-
7 discretionary remuneration, including, but not limited to, WSP Stipends when calculating the
8 overtime rate of pay. Given that Defendants willfully failed to pay Plaintiff and Class members
9 all wages owed, Defendants are liable for waiting time penalties pursuant to Labor Code §§ 201,
10 202, and 203. Furthermore, Plaintiff was not provided proper and accurate itemized wage
11 statements identifying accurate overtime rates of pay, and gross and net wages earned for the
12 reasons detailed above. As independent violations of Labor Code § 226, whenever WPS
13 Stipends were shown on Plaintiff’s and the Class’s wage statements, the wage statements issued
14 by Defendants failed to identify the applicable hourly rate used to calculate such wages. As such,
15 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor
16 Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage
17 Orders.

18 24. The California Labor Code and upon which Plaintiff bases these claims is broadly
19 remedial in nature. These laws and labor standards serve an important public interest in
20 establishing minimum working conditions and standards in California. These laws and labor
21 standards protect the average working employee from exploitation by employers who may seek
22 to take advantage of superior economic and bargaining power in setting onerous terms and
23 conditions of employment.

24 25. The nature of this action and the format of laws available to Plaintiff and members of
25 the Class identified herein make the class action format a particularly efficient and appropriate
26 procedure to redress the wrongs alleged herein. If each employee were required to file an
27 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
28 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff

1 with Defendants' vastly superior financial and legal resources. Requiring each Class member to
2 pursue an individual remedy would also discourage the assertion of lawful claims by employees
3 who would be disinclined to file an action against their former and/or current employer for real
4 and justifiable fear of retaliation and permanent damage to their careers at subsequent
5 employment.

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

15 27. Such a pattern, practice and uniform administration of corporate policy regarding
16 illegal employee compensation described herein is unlawful and creates an entitlement to
17 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
18 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
19 according to the mandate of California Labor Code §§ 203, 218.5, 226, and 1194, the applicable
20 IWC Wage Orders, and Code of Civil Procedure § 1021.5.

21 28. Proof of a common business practice or factual pattern, which the named Plaintiff
22 experienced and is representative of, will establish the right of each of the members of the Class
23 to recovery on the causes of action alleged herein.

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

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

3 **(BY PLAINTIFF, THE MEAL PERIOD CLASS, THE MEAL PERIOD REGULAR**
4 **RATE CLASS AGAINST ALL DEFENDANTS)**

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

7 31. At all relevant times, Defendants failed in their affirmative obligation to ensure that
8 Plaintiff and Class members had the opportunity to take and were provided with timely,
9 uninterrupted, off-duty meal periods in accordance with the mandates of the California Labor
10 Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class members
11 were suffered and permitted to work through legally required meal breaks and were denied the
12 opportunity to timely take their off-duty meal breaks. This included, without limitation,
13 Defendants requiring Plaintiff and Class members to take meal breaks after the 5th hour of work,
14 and/or requiring Plaintiff and the Class to end their meal periods short because of inadequate
15 staffing. As such, Defendants are responsible for paying premium compensation for missed meal
16 periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a
17 matter of corporate policy and procedure, regularly failed to pay such premium compensation for
18 each meal period Plaintiff and the Class members missed. Even when Defendants did pay such
19 premium compensation, they did so at the incorrect rate of pay when Plaintiff and Class
20 Members also earned non-discretionary remuneration, including, but not limited to, WSP
21 Stipends.

22 32. At all relevant times, Plaintiff and Class members regularly worked in excess of five
23 (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked
24 in excess of five (5) hours.

25 33. Such a pattern, practice and uniform administration of corporate policy as described
26 herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class members
27 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation
28 pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including

1 interest thereon, penalties, and costs of suit.

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

7 **SECOND CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 226.7**

9 **(BY PLAINTIFF, THE REST PERIOD CLASS, AND THE REST PERIOD REGULAR**
10 **RATE CLASS AGAINST ALL DEFENDANTS)**

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

13 36. At all relevant times, Defendants failed in their affirmative obligation to ensure that
14 Plaintiff and Class members had the opportunity to take and were provided with timely,
15 uninterrupted, off-duty rest periods in accordance with the mandates of the California Labor
16 Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class members
17 were suffered and permitted to work through legally required rest breaks and were denied the
18 opportunity to timely take their off-duty rest breaks. This included, without limitation,
19 Defendants requiring Plaintiff and Class members to take rest breaks after the 3.5th hour of
20 work, and/or requiring Plaintiff and the Class to end their rest periods short because of
21 inadequate staffing. As such, Defendants are responsible for paying premium compensation for
22 missed rest periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.
23 Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium
24 compensation for each rest period Plaintiff and the Class members missed. Even when
25 Defendants did pay such premium compensation, they did so at the incorrect rate of pay when
26 Plaintiff and Class Members also earned non-discretionary remuneration, including, but not
27 limited to, WSP Stipends.

28 37. At all relevant times, Plaintiff and Class members regularly worked in excess of three

1 and one half (3.5) hours per day and accordingly had a right to take a 10-minute rest period each
2 shift worked in excess of three and one half (3.5) hours.

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

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

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

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

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

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

22 42. As a pattern and practice, Defendants suffered and permitted employees to work in
23 excess of eight hours in a workday and/or over forty hours in a workweek without proper
24 overtime pay. During workweeks when Plaintiff and Class members worked overtime,
25 Defendants failed to properly calculate the overtime rate of pay for purposes of paying overtime.
26 Specifically, Defendants failed to pay overtime at 1.5 times the regular rate of pay. when
27 Plaintiff and Class Members earned non-discretionary remuneration, including, but not limited
28 to, WSP Stipends during the same workweek as overtime, Defendants failed to incorporate the

1 value of such remuneration into the regular rate of pay. As a result of such policy and practice,
2 Defendants underpaid overtime wages to Plaintiff and the Class and thus owe additional
3 overtime wages.

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

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

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE §§ 201, 202, 203, 204, 233, AND 246**

17 **(BY PLAINTIFF, THE SICK PAY CLASS, AND THE SICK PAY FINAL WAGES**
18 **CLASS AGAINST ALL DEFENDANTS)**

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

21 46. Section 233 provides that an employer must permit an employee to use accrued sick
22 leave in accordance with Section 246.5 at the employee's then current rate of entitlement.
23 Section 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave
24 pursuant to Section 246.5. Specifically, once accrued sick leave is used as paid sick time, an
25 employee has a vested right to sick pay wages, which an employer must calculate and
26 compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
27 be calculated in the same manner as the regular rate of pay for the workweek in which the
28 employee uses paid sick time, whether or not the employee actually works overtime in that

workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Under Sections 204, 218, and 233, employees may sue to recover underpaid sick pay wages as damages

47. Labor Code § 201 provides that all wages earned and unpaid at the time of an employee’s discharge are due and payable immediately. Labor Code § 202 provides that, in the case of an employee who resigns or quits, such wages must be paid not later than 72 hours thereafter, unless the employee has given 72 hours previous notice, in which case the employee must be paid all wages due and earned at the time of quitting. Labor Code § 203 further provides that an employer who willfully fails to pay such wages due to an employee who is discharged or quits must pay that employee waiting-time penalties in the form of a day’s wages up to 30 days until all of the wages owed are paid.

48. Labor Code § 246 provides that an employee is entitled to receive sick time pay. The employer shall calculate paid sick leave by using one of two calculations: 1) “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek;” or 2) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

49. Whenever Defendants paid Plaintiff and the Class sick time pursuant to California Labor Code § 246, Defendants did so at the incorrect rate of pay. Defendants paid Plaintiff and the Class Members at the base hourly rate of pay, as opposed to the regular rate of pay, which would take into account the value of non-discretionary remuneration, including, but not limited to, WSP Stipends.

50. This resulted in the employees being underpaid for sick time, and resulted in violations of California Labor Code §§ 201, 202, 203, and 204 and other derivative Labor Code violations, because Defendants did not pay, or timely pay, Plaintiff and the Class all owing and unpaid wages for work performed by them during their employment and at the end of their employment.

51. Defendants willfully failed to pay Plaintiff and the Class Members all their wages due, as alleged hereinabove and hereinafter, upon the termination of their employment within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a waiting time penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

**(BY PLAINTIFF, THE CLASS, AND THE WAGE STATEMENT RATE OF PAY
CLASS, AGAINST ALL DEFENDANTS)**

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

53. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and the Class.

54. Here, Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the applicable hourly rates of pay, and gross and net wages earned, pursuant to Labor Code § 226(a)(1), (5), and (9). However, the wage statements provided to Plaintiff and the Class failed to identify such information, including accurate rates of pay for overtime, sick pay, meal/rest period premium wages, and gross and net wages earned, as a result of the violations described above.

55. As independent violations of Labor Code § 226(a), whenever WSP Stipends were shown on Plaintiff's and the Class's wage statements, the wage statements issued by Defendants failed to identify the applicable hourly rate and hours used to calculate such wages.

56. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including

1 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor
2 Code § 226.

3 **SIXTH CAUSE OF ACTION**

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

5 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

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

8 58. Defendants, and each of them, have engaged and continue to engage in unfair and
9 unlawful business practices in California by practicing, employing and utilizing the employment
10 practices outlined above, include, to wit, by: (a) failing to provide timely and full-length meal
11 and/or rest breaks to employees who worked 5 hours or longer or 3.5 hours or longer in one shift,
12 respectively, in violation of Labor Code §§ 226.7 and 512; (b) failing to pay overtime wages for
13 all hours worked and at the correct rate of pay, in violation of Labor Code §§ 510 and 1194; and
14 (c) failing to pay all sick pay wages at the correct rate of pay in violation of the Labor Code.
15 These violations amounted to unfair and unlawful business practices.

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

18 60. Plaintiff seeks, individually and on behalf of other members of the Class similarly
19 situated, full restitution of monies, as necessary and according to proof, to restore any and all
20 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
21 complained of herein.

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

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE § 2698 ET SEQ.**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

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

6 63. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§
7 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California.
8 In this capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 226,
9 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, committed since June 25, 2025, against all
10 aggrieved employees. As stated herein, Defendants failed to pay meal and rest period premium
11 pay at the regular rate of pay, failed to pay sick pay at the regular rate of pay, failed to pay proper
12 overtime wages, failed to pay all wages upon separation of employment due to the underpaid
13 wages, and failed to furnish accurate itemized wage statements. Under Section 2699(c), Plaintiff
14 is an "aggrieved employee," as one or more of the alleged violations were committed against
15 Plaintiff as an employee of Defendants.

16 64. On or about June 25, 2026, Plaintiff sent written notice to the Labor & Workforce
17 Development Agency ("LWDA") of specific facts and theories for Defendants' above violations.
18 Plaintiffs simultaneously sent written notice to Defendants via certified mail. As of the date of
19 the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to
20 investigate the allegations in the written notice.

21 65. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
22 applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against
23 all aggrieved employees for the period described above.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others
26 that this suit is brought against Defendants, jointly and severally, as follows:

- 27 1. For an order certifying the proposed Class and sub-classes;
28 2. For an order appointing Plaintiff as the representative of the Class as described

herein;

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

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

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

6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-203, 510, 558, and 1194, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 204, and 246, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226(a), and for costs and attorneys' fees;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*, for the time periods described above;

10. Upon the Seventh Cause of Action for penalties pursuant to Sections 226.3, 2699(a), (f), and (g), and for costs and attorneys' fees;

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

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

DATED: September 1, 2026

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Class

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

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

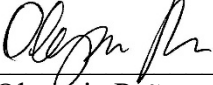
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On September 1, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Kings Healthcare & Wellness Center, LP c/o CSC - Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833-3505	<i>Agent for Service of Process</i>
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 X BY MAIL: by placing _____ the original or X a true and correct copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the attached mailing list. I am readily familiar with the firm's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address above following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 1, 2026, at Los Angeles, California.



Olympia Peña