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AERON PAULO SINGSON

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

Assigned for All Purposes
Judge Jonathan Fish

AERON PAULO SINGSON, an individual

Plaintiff,

vs.

CHARLOTTE DIANE FRANCISCA, an
individual; CHARLOTTE KIMBERLY
HELMIG, an individual; PAUL WHITACRE,
an individual; IT TAKES A VILLAGE
SENIOR CARE, INC., a California
Corporation; NIKKI MULLER, an individual,
And DOES 1 through 50, inclusive,

Defendants.

CASE NO: 30-2026-01579085-CU-OE-CJC

COMPLAINT FOR DAMAGES:

- 1. FAILURE TO PAY OVERTIME WAGES**
- 2. FAILURE TO PROVIDE MEAL PERIODS / MEAL PREMIUMS**
- 3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS / REST PREMIUMS**
- 4. FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**
- 5. FAILURE TO PROVIDE AND PAY ACCRUED SICK LEAVE AT SEPARATION**
- 6. WAITING TIME PENALTIES**
- 7. VIOLATION OF BUSINESS AND**

**PROFESSIONS CODE § 17200-
UNFAIR COMPETITION**

**8. WHISTLEBLOWER
RETALIATION**

**9. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**

**10. FAILURE TO PRODUCE
RECORDS**

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

Plaintiff AERON PAULO SINGSON (“Plaintiff”) hereby brings his complaint for causes of action against each of the above-named Defendants and states and alleges as follows:

INTRODUCTION

1. This action arises from Defendants’ failure to properly compensate Plaintiff for domestic work and caregiving services performed in California, including unpaid overtime, unpaid minimum wages, denied meal and rest periods, inaccurate or missing wage statements, unlawful sleep-time deductions, failure to pay all wages due at separation, and retaliation after Plaintiff complained about unlawful wage practices.

PARTIES

2. Plaintiff AERON PAULO SINGSON (“Plaintiff”) is, and at all relevant times was, an individual residing in the County of Los Angeles, California. At all relevant times alleged herein, Plaintiff performed domestic work and caregiving services within the State of California.

3. Defendant CHARLOTTE DIANE FRANCISCA (FRANCISCA) is an individual California resident and the care recipient for whom Plaintiff performed caregiving services. Upon information and belief, Defendant Francisca benefited from Plaintiff’s services and, acting directly and/or through her authorized agents and representatives, was an employer, joint

1 employer, or person acting on behalf of an employer with respect to Plaintiff's work. To the
2 extent Defendant Francisca lacked capacity to manage employment matters personally, those
3 functions were performed on her behalf through her agents and representatives.

4 4. Defendant CHARLOTTE KIMBERLY HELMIG ("Helmig") is an individual
5 and is the daughter of Defendant Francisca. Upon information and belief, Defendant Helmig
6 acted as an employer or joint employer of Plaintiff by setting Plaintiff's work schedule, assigning
7 and approving duties, coordinating payment arrangements, addressing wage concerns, and
8 participating directly in hiring, supervision, discipline, and termination decisions.

9 5. Defendant PAUL WHITACRE ("Whitacre") is an individual residing in
10 California and is the son of Defendant Francisca. Upon information and belief, Defendant
11 Whitacre acted as an employer or joint employer of Plaintiff by directing Plaintiff's duties and
12 supervision, addressing Plaintiff's wage complaints, and exercising control over Plaintiff's
13 working conditions and employment decisions.

14 6. Throughout Plaintiff's employment, Defendant Helmig and Defendant Whitacre
15 exercised pervasive operational control over Plaintiff's work, including setting and approving
16 shift schedules, directing daily caregiving and household tasks, monitoring performance,
17 addressing care compliance issues, coordinating expense reimbursements, and participating
18 directly in compensation and employment termination decisions.

19 7. Defendant IT TAKES A VILLAGE SENIOR CARE, INC. ("ITAV") is, and at
20 all relevant times was, a California corporation doing business in the State of California,
21 operating as a caregiver referral, staffing, placement, and employment-related entity in
22 connection with Plaintiff's work.

23 8. Defendant NIKKI MULLER ("Muller") is an individual and, upon information
24 and belief, the owner, operator, officer, director, and primary decision-maker for Defendant
25 ITAV.

26 9. Defendant Nikki Muller and Defendant ITAV actively recruited and placed
27 Plaintiff into the residential care assignment, established the initial pay and scheduling
28 architecture, coordinated caregiver coverage, and remained directly involved in the ongoing

1 management and distribution of Plaintiff's work and compensation.

2 10. Upon information and belief, Defendant Nikki Muller so dominated and
3 controlled Defendant ITAV that, with respect to Plaintiff's employment, ITAV functioned as
4 Muller's instrumentality, shell, or conduit. Upon information and belief, there existed a unity of
5 interest and ownership between Muller and ITAV such that their separate personalities did not
6 in reality exist. Recognizing the corporate form would permit an inequitable result because ITAV
7 was utilized to recruit, place, pay, supervise, and manage Plaintiff's work while attempting to
8 shield Muller from personal liability.

9 11. At all relevant times, Defendants, and each of them, acted as employers, joint
10 employers, agents, servants, managers, and/or persons acting on behalf of one another with
11 respect to Plaintiff's work.

12 12. Upon information and belief, one or more Defendants employed Plaintiff, while
13 the remaining Defendants suffered or permitted Plaintiff to work, exercised control over
14 Plaintiff's wages, hours, or working conditions, and/or engaged Plaintiff's services within the
15 meaning of California law.

16 13. Upon information and belief, Defendants jointly participated in, authorized,
17 directed, ratified, and/or knowingly failed to correct unlawful wage-and-hour practices,
18 including the failure to pay all earned wages, failure to provide compliant meal and rest periods,
19 and unlawful retaliation after Plaintiff complained of unpaid wages.

20 14. Pursuant to the California Supreme Court's ruling in *Martinez v. Combs*, 49 Cal.
21 4th 35 (2010), to "employ" means, among other things, to exercise control over wages, hours, or
22 working conditions, to suffer or permit work, or to engage a worker in a common law
23 employment relationship.

24 15. Here, Defendants exercised overlapping, concurrent, and coordinated control
25 over Plaintiff's schedule, duties, supervision, compensation, and continued employment,
26 including recruiting and placing Plaintiff, setting or relaying the pay rate, assigning work
27 schedules, directing duties, supervising day-to-day work, addressing wage complaints, and
28 participating in termination and other adverse employment decisions.

1 16. Accordingly, Defendants, and each of them, are jointly and severally liable for
2 the wage-and-hour violations and tortious conduct alleged in this Complaint as direct employers,
3 joint employers, agents, persons acting on behalf of an employer, and, as to ITAV and Muller,
4 alter egos to the extent supported by proof.

5 17. Plaintiff is ignorant of the true names and capacities, whether individual,
6 corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive,
7 and therefore sues those Defendants by such fictitious names. Plaintiff is informed and believes,
8 and thereon alleges, that each DOE Defendant was at all relevant times an officer, director,
9 manager, supervisor, agent, employee, representative, payroll or records custodian, or other
10 person acting on behalf of one or more of the named Defendants, and was acting within the
11 course and scope of that relationship when the acts alleged herein occurred. Plaintiff will amend
12 this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

13 **JURISDICTION AND VENUE**

14 18. This Court has subject matter jurisdiction over this action pursuant to article VI,
15 section 10 of the California Constitution and applicable statutes because this is a civil action
16 seeking damages and equitable relief under California law, and the amount in controversy
17 exceeds the jurisdictional minimum for filing in this Court.

18 19. Venue is proper in this County pursuant to Cal. Civ. Proc. Code § 395 and Cal.
19 Civ. Proc. Code § 395.5 because one or more Defendants reside, do business, or may be found
20 in this County, and because the operative acts and omissions giving rise to Plaintiff's claims
21 occurred in this County.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 20. Plaintiff worked for Defendant Francisca at her residence located within the Leisure
24 World community in Seal Beach, County of Orange, California, beginning in or about March 2025.
25 In addition to direct caregiving and patient supervision, Plaintiff was required to perform substantial
26 non-attendant household labor, including cleaning, laundry, meal preparation, errands, grocery
27 shopping, sanitizing, changing linens and clothing, and other generalized household maintenance
28

1 tasks.

2 21. Plaintiff's regular non-attendant household tasks included, among other things:
3 deep cleaning bathrooms; mopping, sweeping, vacuuming, and sanitizing common residential
4 living spaces; laundering clothes, linens, and bedding; changing bedsheets; preparing multi-
5 course meals and beverages; grocery shopping; running external errands; cleaning appliances
6 and kitchen surfaces; maintaining the caregiver living area and general household areas; and
7 managing routine household logistics and domestic supplies.

8 22. These non-attendant household and maintenance tasks occupied more than
9 twenty percent (20%) of Plaintiff's total weekly working time. Accordingly, pursuant to
10 California Industrial Welfare Commission ("IWC") Wage Order No. 15, Plaintiff was not a bona
11 fide personal attendant exempt from standard labor protections, and remained fully protected by
12 all daily overtime, double-time, and meal and rest period regulations.

13 23. From approximately March 24, 2025, through approximately July 8, 2025, Plaintiff
14 regularly worked recurring twelve-hour (12-hour) shifts, typically from 6:00 a.m. to 6:00 p.m., three
15 days per week, totaling approximately forty-six (46) shifts.

16 24. During this initial twelve-hour shift period, Defendants paid Plaintiff at a flat regular
17 hourly rate of \$30.00 per hour for all hours worked. Defendants paid only straight-time
18 compensation for hours worked in excess of eight (8) hours per day and forty (40) hours per week,
19 completely failing to provide the one and one-half (1.5x) times premium overtime compensation
20 required by California law.

21 25. Beginning on or about July 9, 2025, and continuing through February 6, 2026,
22 Plaintiff's schedule was altered, and he began working recurring twenty-four-hour (24-hour) live-in
23 shifts, typically on Tuesdays, Wednesdays, and Thursdays. Plaintiff was required to remain in or at
24 the residence throughout the entirety of those consecutive 24-hour blocks.

25 26. During this twenty-four-hour shift period, Defendants compensated Plaintiff a flat
26 daily rate of approximately \$410.00 per shift, totaling approximately ninety-two (92) shifts. This
27 flat daily rate did not lawfully compensate Plaintiff for all hours worked, failed to include mandatory
28 daily overtime and double-time premium rates, and failed to compensate Plaintiff for the hours he

1 was required to remain on-site and subject to Defendants' absolute operational control.

2 27. Defendants improperly deducted and excluded overnight sleep time from Plaintiff's
3 compensable hours. This exclusion was entirely unlawful because Plaintiff never entered into a
4 valid, written sleep-time agreement authorizing such deductions. Furthermore, Plaintiff remained
5 strictly on-duty overnight and experienced constant interruptions, remaining responsible for
6 supervising Defendant Francisca, assisting her with nocturnal toileting and mobility needs,
7 responding to sudden movements or falls, and remaining immediately available for emergency
8 caregiving and dementia-related interventions.

9 28. Defendants required Plaintiff to remain continuously available for caregiving duties,
10 supervision, toileting assistance, fall prevention, household tasks, errands, meal preparation, and
11 emergencies. Consequently, Plaintiff was never fully relieved of duty or freed from employer
12 control for lawful, uninterrupted, off-duty meal and rest periods as required by California law.

13 29. Defendants knowingly and intentionally failed to provide Plaintiff with itemized,
14 written wage statements reflecting total hours worked, applicable premium rates, legal deductions,
15 or break premiums. Defendants further failed to maintain or provide complete payroll, timekeeping,
16 or personnel records reflecting Plaintiff's employment tenure.

17 30. During the course of the employment relationship, Plaintiff engaged in protected
18 activity by complaining to Defendants regarding unpaid wages, daily overtime violations, and the
19 unlawful sleep-time deductions applied to his 24-hour shifts.

20 31. Shortly after Plaintiff complained about these unlawful wage practices, Defendants
21 abruptly terminated Plaintiff's employment on or about February 6, 2026.

22 32. Following this dismissal, Defendants executed malicious, bad-faith retaliatory
23 actions against Plaintiff for asserting his legal rights.

24 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly
25 misclassified and treated Plaintiff as an "independent contractor" rather than an employee. This
26 classification was entirely unlawful and invalid as a matter of law. Under California's "ABC"
27 Worker Status Test (Cal. Lab. Code § 2775), Plaintiff was an employee because:

28 (A) Plaintiff was subjected to the absolute control and daily direction of Defendants

1 regarding the execution of his caregiving and household duties;

2 (B) Plaintiff's domestic care work was performed directly within the core business purpose
3 of Defendant ITAV and the household operations of the individual Defendants; and

4 (C) Plaintiff was not engaged in an independently established, self-directed business entity
5 of the same nature.

6 34. Defendants utilized this independent contractor label as a willful artifice to evade
7 California wage-and-hour compliance, withhold statutory overtime and double-time premiums, and
8 conceal their unlawful employment practices.

9
10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY OVERTIME AND DOUBLE-TIME WAGES**
12 **CAL. LAB. CODE §§ 510, 1194, 1198**
13 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

14 35. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
15 forth here.

16 36. California Labor Code § 510 mandates that eight (8) hours of labor constitute a
17 day's work. Any work in excess of eight hours in one workday, or more than forty (40) hours in
18 any one workweek, must be compensated at a rate of no less than one and one-half (1.5) times
19 the employee's regular rate of pay.

20 37. Labor Code § 510 further mandates that any work in excess of twelve (12) hours
21 in any one workday must be compensated at a rate of no less than twice (2.0) the employee's
22 regular rate of pay (double time).

23 38. Pursuant to California Labor Code § 515(d), payment of a fixed salary or flat
24 daily rate to a non-exempt employee shall be deemed to provide compensation *only* for regular,
25 non-overtime hours. It does not absorb, cover, or include overtime or double-time compensation.

26 **The Twelve-Hour Shift Period**

27 39. From approximately March 24, 2025, through July 8, 2025, Plaintiff regularly
28 worked recurring twelve-hour shifts, totaling approximately forty-six (46) shifts. During this

1 period, Plaintiff's regular hourly rate of pay was approximately \$30.00 per hour, establishing a
2 lawful overtime rate of approximately \$45.00 per hour.

3 40. During this period, Plaintiff regularly worked approximately four (4) overtime
4 hours per shift, totaling approximately one hundred eighty-four (184) overtime hours.
5 Defendants failed to compensate Plaintiff at the required premium rate of one and one-half (1.5)
6 times his regular rate, instead paying only straight-time compensation for those overtime hours,
7 resulting in unpaid overtime premium wages of approximately \$2,760.00.

8 **The Twenty-Four-Hour Shift Period**

9 41. From approximately July 9, 2025, through February 6, 2026, Plaintiff regularly
10 worked recurring twenty-four-hour live-in shifts, totaling approximately ninety-two (92) shifts.

11 42. During each twenty-four-hour shift, Plaintiff remained subject to Defendants'
12 control, was not free to leave, and was required to remain continuously available to provide
13 round-the-clock care for a high-needs patient. Plaintiff was never completely relieved of duty
14 for any uninterrupted sleep period, and no valid written sleep-time agreement existed between
15 the parties. Therefore, all twenty-four (24) hours of each shift constitute compensable hours
16 worked.

17 43. Defendants compensated Plaintiff a flat daily rate of approximately \$410.00 per
18 twenty-four-hour shift. Pursuant to Labor Code § 515(d), this \$410.00 compensated Plaintiff
19 only for the first eight (8) regular hours of work, establishing a regular rate of pay of \$51.25 per
20 hour ($\$410.00 \div 8$ hours).

21 44. For each twenty-four-hour shift worked, Defendants failed to pay Plaintiff:

- 22 a. Four (4) hours of overtime premium pay at one and one-half (1.5) times the
23 regular rate (an overtime rate of \$76.88 per hour); and
24 b. Twelve (12) hours of double-time premium pay at twice (2.0) the regular rate (a
25 double-time rate of \$102.50 per hour).

26 45. Defendants failed to pay Plaintiff the required overtime and double-time premium
27 compensation for a total of approximately ninety-two (92) shifts, resulting in unpaid premium
28 wages of approximately \$1,537.50 per shift, and a cumulative total for this period of

1 approximately \$141,450.00.

2 46. Defendants' systemic failure to pay legally mandated daily overtime and double-
3 time wages to Plaintiff across both periods of employment violates California Labor Code §§
4 510, 1194, 1198, resulting in total unpaid wages of approximately \$144,210.00.

5 47. Pursuant to California Labor Code § 1194, Plaintiff is entitled to recover the full
6 amount of the unpaid overtime and double-time compensation, plus reasonable attorneys' fees,
7 expert witness fees, and costs of suit.

8 48. Plaintiff is also entitled to prejudgment interest on all unpaid wages pursuant to
9 California Labor Code § 218.6 and Civil Code §§ 3287 and 3289.

10
11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PROVIDE MEAL PERIODS**
13 **CAL. LAB. CODE §§ 226.7, 512**
14 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

15 49. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
16 forth here.

17 50. California law requires employers to provide employees a duty-free,
18 uninterrupted meal period of not less than 30 minutes before the end of the fifth hour of work,
19 and a second meal period before the end of the tenth hour for shifts beyond ten hours, subject to
20 limited waiver rules.

21 51. Under California law, an employer must relieve the employee of all duty,
22 relinquish control over their activities, permit them a reasonable opportunity to take an
23 uninterrupted 30-minute break, and cannot impede or discourage them from doing so. If the
24 employer fails to provide a lawful, completely off-duty meal period, the employer must pay the
25 employee one (1) additional hour of compensation at the employee's regular rate of pay for each
26 workday that the meal period is not provided.

27 52. From approximately March 24, 2025, through February 6, 2026, Defendants
28 failed to provide Plaintiff with any lawful, off-duty meal periods.

53. Specifically, throughout both the twelve-hour shift period and the twenty-four-

1 hour shift period, Plaintiff was required to remain on-site and continuously available to
2 supervise, monitor, and care for a high-needs patient. Plaintiff was never relieved of duty, was
3 never free to leave the residence, and remained subject to sudden work interruptions during his
4 meals to address the patient's immediate medical, physical, and safety needs.

5 54. Because Plaintiff was required to remain strictly on-duty during all meal periods,
6 Defendants were legally required to compensate Plaintiff with one (1) additional hour of pay at
7 his regular rate for each day a lawful meal break was missed. Defendants knowingly and
8 intentionally failed to pay Plaintiff any such meal period premium compensation.

9 55. Defendants' failure to provide Plaintiff with lawful off-duty meal periods or to
10 pay the mandatory premium compensation violates California Labor Code §§ 226.7, 512.

11 56. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to recover one (1)
12 additional hour of pay at his applicable regular rate of pay for each workday that a compliant
13 meal period was not provided, plus prejudgment interest, reasonable attorneys' fees, and costs of
14 suit.

15 57. Based on the foregoing, Plaintiff is informed and believes, and thereon alleges,
16 that he is entitled to no less than approximately \$6,095.00 in unpaid meal-period premium wages,
17 exclusive of interest, waiting time penalties, wage statement penalties, attorneys' fees, costs, and
18 other relief according to proof.

19
20 **THIRD CAUSE OF ACTION**
21 **FAILURE TO PROVIDE LAWFUL REST PERIODS OR PREMIUM PAY**
22 **CAL. LAB. CODE § 226.7**
23 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

24 58. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
25 forth here.

26 59. At all relevant times, California Labor Code § 226.7 mandated that employers
27 authorize and permit all employees to take net 10-minute rest periods, which insofar as
28 practicable shall be in the middle of each work period. The authorized rest period time shall be
based on the total daily hours worked at the rate of ten (10) minutes for each four (4) hours or

1 major fraction thereof.

2 60. Under California law, rest periods must be completely "off-duty." The employer
3 must relieve the employee of all duties, relinquish control over their activities, permit them a
4 reasonable opportunity to take uninterrupted rest periods, and cannot require them to remain on-
5 call or carry communication devices. If the employer fails to provide a lawful, off-duty rest
6 period, the employer must pay the employee one (1) additional hour of compensation at the
7 employee's regular rate of pay for each workday that the rest period is not provided.

8 61. From approximately March 24, 2025, through February 6, 2026, Defendants
9 failed to provide Plaintiff with any lawful, off-duty rest periods.

10 62. Specifically, throughout both the twelve-hour shift period and the twenty-four-
11 hour shift period, Plaintiff was required to remain on-site and continuously available to
12 supervise, monitor, and care for a high-needs patient. Plaintiff was never relieved of duty, was
13 never free to leave the residence, and remained subject to sudden work interruptions during any
14 attempted down-time to address the patient's immediate medical, physical, and safety needs.

15 63. Because Plaintiff was required to remain strictly on-duty during all rest periods,
16 Defendants were legally required to compensate Plaintiff with one (1) additional hour of pay at
17 his regular rate for each day a lawful rest break was missed. Defendants knowingly and
18 intentionally failed to pay Plaintiff any such rest period premium compensation.

19 64. Defendants' failure to provide Plaintiff with lawful off-duty rest periods or to pay
20 the mandatory premium compensation violates California Labor Code § 226.7.

21 65. Pursuant to California Labor Code § 226.7 and IWC Wage Order No. 15, Plaintiff
22 is entitled to recover one (1) additional hour of pay at his applicable regular rate of pay for each
23 workday that a compliant rest period was not provided, plus prejudgment interest, reasonable
24 attorneys' fees, and costs of suit.

25 66. Based on the foregoing, Plaintiff is informed and believes, and thereon alleges,
26 that he is entitled to no less than approximately \$6,095.00 in unpaid meal-period premium wages,
27 exclusive of interest, waiting time penalties, wage statement penalties, attorneys' fees, costs, and
28 other relief according to proof.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS
CAL. LAB. CODE § 226
AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

67. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth here.

68. At all relevant times, California Labor Code § 226(a) mandated that Defendants provide Plaintiff, semimonthly or at the time of each payment of wages, an accurate itemized statement in writing showing, among other things: (1) gross wages earned; (2) total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of their social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. Throughout Plaintiff's employment, Defendants knowingly and intentionally failed to provide Plaintiff with *any* itemized wage statements whatsoever at the time of wage payments

70. Defendants paid Plaintiff without accompanying written or electronic documentation detailing hours worked, premium pay structures, or legal statutory deductions.

71. Defendants' violations were not inadvertent, clerical, or the result of mistake. Rather, Defendants knowingly and intentionally failed to provide Plaintiff with legally compliant wage statements despite Plaintiff's recurring overtime hours, overnight live-in shifts, meal and rest period violations, and Defendants' use of unlawful flat-rate compensation practices.

72. As a direct result of Defendants' total failure to provide itemized wage statements, Plaintiff has suffered injury. Defendants' omission completely obstructed Plaintiff's ability to readily determine whether his pay matched his hours worked, effectively hid the non-payment of overtime and double-time premiums, and forced Plaintiff to reconstruct his hours and pay history through this legal action.

73. California Labor Code § 226.3 provides that any employer who violates Labor

1 Code § 226(a) by failing to provide itemized wage statements, or by failing to maintain required
2 employee records, shall be subject to a civil penalty.

3 74. Defendants are liable for civil penalties pursuant to Labor Code § 226.3 as a direct
4 result of their knowing, intentional, and systemic failure to provide Plaintiff with itemized wage
5 statements and their complete failure to maintain the employee records required by Labor Code
6 § 226, subdivision (a).

7 75. Under Labor Code § 226.3, the civil penalties for failing to provide wage
8 statements or maintain records are two hundred fifty dollars (\$250.00) per employee for the first
9 violation, and one thousand dollars (\$1,000.00) per employee for each subsequent violation.

10 76. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to
11 provide legally compliant wage statements during approximately forty-six (46) pay periods
12 throughout Plaintiff's employment.

13 77. Based on the foregoing, Plaintiff seeks civil penalties pursuant to Labor Code
14 section 226.3 presently estimated to be no less than approximately \$45,250.00, together with
15 attorneys' fees, costs, interest, and all other relief permitted by law.

16
17 **FIFTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE AND PAY ACCRUED SICK LEAVE AT**
19 **SEPARATION**
20 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

21 78. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
22 forth here.

23 79. At all relevant times, California Labor Code § 246 *et seq.* mandated that
24 employers provide a minimum amount of paid sick leave to non-exempt employees, accrue sick
25 leave at a rate of no less than one hour for every 30 hours worked, and properly compensate
26 employees at their regular rate of pay when protected sick leave is utilized.

27 80. From approximately March 24, 2025, through February 6, 2026, Defendants
28 knowingly, intentionally, and unlawfully failed to maintain a paid sick leave policy for Plaintiff,
failed to provide written summaries of his sick leave balances, and completely failed to allocate

1 forty (40) hours of sick leave during the twelve-hour shift period and forty (40) hours during the
2 twenty-four-hour shift period.

3 81. On or about February 6, 2026, Defendants terminated Plaintiff's employment. At
4 the time of separation, Defendants willfully failed and refused to pay Plaintiff for his accrued,
5 unused statutory sick leave hours, completely withholding the monetary value of eighty (80)
6 total hours of mandatory sick leave compensation.

7 82. As a direct result of Defendants' unlawful practices and total failure to clear his
8 sick leave account at separation, Plaintiff was deprived of his statutory right to paid sick leave
9 benefits, and Defendants withheld and retained the financial value of those hours in the baseline
10 amount of \$3,250.00.

11 83. Pursuant to California Labor Code § 248.5, Defendants are liable for the value of
12 the unpaid sick leave, plus statutory administrative penalties, prejudgment interest, reasonable
13 attorneys' fees, and costs of suit.

14 **SIXTH CAUSE OF ACTION**
15 **WAITING TIME PENALTIES**
16 **Cal. Lab. Code §§ 201, 202, 203**

17 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

18 84. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
19 forth here.

20 85. Pursuant to California Labor Code §§ 201 and 202, when an employment
21 relationship terminates, an employer is required to pay an employee all of his or her earned and
22 unpaid wages either immediately at the time of discharge, or within seventy-two (72) hours of
23 the employee quitting.

24 86. California Labor Code § 203 provides that if an employer willfully fails to pay
25 any wages of an employee who is discharged or who quits, the wages of the employee shall
26 continue as a penalty from the due date thereof at the same rate until paid or until an action
27 therefor is commenced, up to a maximum of thirty (30) days.

28 87. Under California law, unpaid daily overtime wages, double-time wages, meal
period premium wages, and rest period premium wages constitute earned "wages" that must be

1 paid to the employee at the time of separation.

2 88. On or about February 6, 2026, Plaintiff's employment with Defendants
3 terminated.

4 89. At the time of separation, Defendants willfully failed to pay Plaintiff all earned
5 wages, including outstanding overtime premiums, double-time premiums, and missed meal and
6 rest break premium compensation across his entire tenure, and instead failed to clear these
7 accounts.

8 90. Defendants' failure to pay Plaintiff his fully earned final wages was willful,
9 intentional, and part of a systemic refusal to comply with California wage laws. Defendants knew
10 they were failing to pay these wages and possessed the ability to pay, but actively withheld them.

11 91. At the time of Plaintiff's separation, his regular rate of pay was \$51.25 per hour,
12 resulting in a regular daily wage rate of \$410.00.

13 92. Because Defendants' failure to pay Plaintiff's final wages has continued for a
14 period exceeding thirty (30) days from his termination date of February 6, 2026, Plaintiff is
15 entitled to the maximum statutory penalty of thirty (30) days of pay.

16 93. Based on the foregoing, Plaintiff seeks statutory waiting time penalties pursuant
17 to California Labor Code § 203 in the exact amount of \$12,300.00 (30 days × \$410.00 per day),
18 alongside prejudgment interest, reasonable attorneys' fees, and costs of suit.

19
20 **SEVENTH CAUSE OF ACTION**
21 **UNFAIR COMPETITION**
22 **BUS. & PROF. CODE § 17200 ET SEQ.**
23 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

24 94. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
25 forth here.

26 95. California Business and Professions Code § 17200 et seq. (the "Unfair
27 Competition Law" or "UCL") prohibits any person or entity from engaging in any unlawful,
28 unfair, or fraudulent business act or practice.

96. A business practice is "unlawful" under the UCL if it violates any established

1 federal, state, or local statute, regulation, or ordinance.

2 97. Beginning on or about March 24, 2025, and continuing through approximately
3 February 6, 2026, Defendants engaged in systematic, pervasive, and ongoing unlawful business
4 acts and practices within the meaning of the UCL by violating California labor laws. Specifically,
5 Defendants:

- 6 a. Failed to pay lawful overtime and double-time premium compensation in
7 violation of Labor Code §§ 510, 515(d), 1194, and 1198;
- 8 b. Failed to provide compliant, off-duty meal and rest periods or pay required
9 premium compensation in violation of Labor Code §§ 226.7 and 512; and
- 10 c. Failed to maintain records or provide accurate itemized wage statements in
11 violation of Labor Code §§ 226(a) and 226.3

12 98. Defendants' practices were also "unfair" because they subverted the public policy
13 of protecting workers, gave Defendants an unfair economic advantage over law-abiding
14 competitors who properly compensate their workers, and caused substantial financial injury to
15 Plaintiff that outweighs any purported utility of the practice.

16 99. As a direct and proximate result of Defendants' unlawful and unfair business
17 practices, Defendants have improperly withheld and retained earned wages and premium
18 compensation belonging to Plaintiff, while benefiting from Plaintiff's round-the-clock labor.
19 Defendants have been unjustly enriched by retaining these funds.

20 100. Pursuant to California Business and Professions Code § 17203, Plaintiff is
21 entitled to restitution of all funds and wages unlawfully withheld by Defendants. The total
22 baseline restitution owed to Plaintiff for unpaid overtime, double time, meal break premiums,
23 and rest break premiums is \$156,400.00 (calculated as \$144,210.00 in unpaid wages + \$6,095.00
24 in meal premiums + \$6,095.00 in rest premiums), plus prejudgment interest according to law.

25 101. Pursuant to California Business and Professions Code § 17203, Plaintiff also
26 seeks an injunction enjoining and restraining Defendants from continuing to engage in these
27 unlawful and unfair business practices against other workers.

EIGHTH CAUSE OF ACTION
WHISTLEBLOWER RETALIATION
AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

102. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth here.

103. California Labor Code § 98.6 strictly prohibits an employer from discharging or discriminating against any employee because the employee engaged in protected activity, including making a complaint to the employer that the employee is owed unpaid wages, or for exercising any rights afforded under the California Labor Code.

104. California Labor Code § 1102.5(b) prohibits an employer from retaliating against an employee for disclosing information to a government or law enforcement agency, or to a person with authority over the employee, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, rule, or regulation.

105. During the employment relationship, Plaintiff engaged in protected activities under Labor Code §§ 98.6 and 1102.5 by complaining internally to Defendants regarding widespread, systemic wage and hour violations. Specifically, Plaintiff protested the non-payment of earned regular and overtime wages, challenged the illegal sleep-time deductions from his 24-hour shifts, and demanded compliant compensation.

106. At the time of making these complaints, Plaintiff possessed a reasonable, good-faith belief that Defendants' compensation practices violated explicit California statutory mandates, including Labor Code §§ 226, 510, 512, and 515(d).

107. Shortly after Plaintiff asserted his statutory rights and complained of these unlawful practices, Defendants subjected Plaintiff to adverse employment actions. Specifically, Defendants abruptly terminated Plaintiff's employment on or about February 6, 2026.

108. Because Plaintiff's termination occurred shortly after his protected wage complaints, a statutory presumption of retaliation exists under California law.

109. Following the termination, Defendants continued to perpetrate malicious retaliatory actions against Plaintiff in response to his workplace disclosures, including filing charges against Plaintiff in retaliation for Plaintiff's protected activity and wage complaints and

1 in an effort to intimidate, punish, and deter Plaintiff from enforcing his legal rights.

2 110. Defendants' retaliatory conduct was a direct, proximate response to Plaintiff's
3 protected disclosures and exercise of statutory rights. Plaintiff's complaints regarding his unpaid
4 wages were a motivating and contributing factor in Defendants' decision to terminate his
5 employment and orchestrate subsequent retaliatory measures.

6 111. As a direct and proximate result of Defendants' unlawful retaliation and
7 termination, Plaintiff has suffered and continues to suffer significant economic and non-
8 economic harm. As of the filing of this Complaint, Plaintiff has suffered no less than
9 approximately \$15,621.00 in lost earnings and back pay, and continues to incur additional lost
10 wages and employment benefits according to proof.

11 112. Plaintiff is informed and believes, and thereon alleges, that as a direct and
12 proximate result of Defendants' unlawful retaliation and termination, Plaintiff will continue to
13 suffer future loss of earnings and employment benefits. Plaintiff is informed and believes, and
14 thereon alleges, that his future lost earnings and front pay damages are presently estimated to be
15 no less than approximately \$63,960.00, exclusive of lost employment benefits, interest,
16 attorneys' fees, costs, and additional damages according to proof.

17 113. As a further direct and proximate result of Defendants' unlawful conduct,
18 including Defendants' retaliation, termination of Plaintiff's employment, failure to pay wages
19 owed, retaliatory filing of charges against Plaintiff, and ongoing efforts to intimidate and punish
20 Plaintiff for asserting his legal rights, Plaintiff has suffered and continues to suffer substantial
21 emotional distress damages. Plaintiff further suffered emotional distress arising from the loss of
22 employment, financial hardship, uncertainty regarding his livelihood, reputational harm, and
23 Defendants' retaliatory conduct following Plaintiff's assertion of protected wage rights. Based
24 on the foregoing, Plaintiff seeks recovery for emotional distress and mental suffering in an
25 amount according to proof, presently estimated to be no less than approximately \$150,000.00.

26 114. Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct
27 was authorized, ratified, and/or carried out by managing agents, officers, owners, directors,
28 and/or individuals exercising substantial discretionary authority on behalf of Defendants. The

1 acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing
2 agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious,
3 deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff, thereby
4 justifying an award to him of punitive damages in a sum appropriate to punish and make an
5 example of Defendants. Plaintiff is informed and believes and on that basis alleges that
6 Defendants, and each of them, were at all relevant times aware of the conduct of each of the
7 other Defendants and approved and ratified that conduct.

8 115. Defendants acted with malice, oppression, and fraud within the meaning of Civil
9 Code section 3294, thereby entitling Plaintiff to recover punitive and exemplary damages. Based
10 on the reprehensible nature of Defendants' conduct and the substantial harm caused to Plaintiff,
11 Plaintiff seeks punitive damages in an amount according to proof, presently estimated to be no
12 less than approximately \$500,000.00.

13 116. Pursuant to California Labor Code § 98.6(b)(3), Defendants are liable for a civil
14 penalty of up to ten thousand dollars (\$10,000.00) per violation, payable directly to Plaintiff.
15 Pursuant to California Labor Code § 1102.5(f), Defendants are subject to an additional civil
16 penalty of up to ten thousand dollars (\$10,000.00) per violation, payable directly to Plaintiff.

17 117. As a further proximate result of the wrongful acts of Defendants, and each of
18 them, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred
19 and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff
20 is entitled to recover such attorneys' fees and costs under Labor Code § 1102.5(j) and/or any
21 other provision of law providing for attorneys' fees and costs.

22
23 **NINTH CAUSE OF ACTION**
24 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
25 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50**

26 118. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
27 forth here.

28 119. At all relevant times, an employer's right to terminate an employee is strictly
limited by fundamental public policies firmly established in the statutes of the State of California.

1 120. The statutory framework governing the payment of regular wages, daily
2 overtime, double-time premiums, and the provision of mandatory meal and rest periods
3 (including Labor Code §§ 201-203, 226.7, 510, 512, and 1194) reflects a fundamental,
4 substantial, and firmly rooted public policy of this State designed to protect the health, safety,
5 and financial well-being of the workforce.

6 121. On or about February 6, 2026, Defendants discharged Plaintiff from his position.
7 Plaintiff's termination was directly motivated by, and carried out in retaliation for, Plaintiff's
8 protected actions, including complaining about unlawful wage practices, protesting
9 uncompensated 24-hour shift conditions, and refusing to acquiesce to illegal wage distributions.
10 Terminating an employee because they demand proper payment of statutory wages or object to
11 unlawful wage-theft schemes violates the public policy of the State of California.

12 122. As a direct and proximate result of Defendants' wrongful termination of
13 Plaintiff's employment in violation of public policy, Plaintiff has suffered and continues to suffer
14 significant financial damages, including lost wages, front pay, and lost employment benefits.
15 Plaintiff has suffered no less than approximately \$15,621.00 in lost earnings and back pay, and
16 his future lost earnings and front pay damages are presently estimated to be no less than
17 approximately \$63,960.00, exclusive of lost employment benefits, interest, attorneys' fees, and
18 costs according to proof.

19 123. As a further direct and proximate result of Defendants' wrongful conduct,
20 Plaintiff has suffered severe mental suffering, anxiety, humiliation, and substantial emotional
21 distress arising from the loss of employment, financial hardship, uncertainty regarding his
22 livelihood, reputational harm, and Defendants' retaliatory post-termination actions. Plaintiff
23 seeks recovery for emotional distress and mental suffering in an amount according to proof,
24 presently estimated to be no less than approximately \$150,000.00.

25 124. Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct
26 was authorized, ratified, and/or carried out by managing agents, officers, owners, directors,
27 and/or individuals exercising substantial discretionary authority on behalf of Defendants.
28 Defendants' dismissal of Plaintiff was intentional, willful, and carried out with a conscious

disregard for Plaintiff's legally protected rights. Defendants' conduct constitutes oppression, fraud, and malice under California Civil Code § 3294, thereby entitling Plaintiff to recover punitive and exemplary damages in an amount according to proof, presently estimated to be no less than approximately \$500,000.00, to punish and make an example of Defendants.

TENTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION AND COPYING OF PERSONNEL, PAYROLL,
AND EMPLOYMENT RECORDS
Cal. Lab. Code §§ 1198.5, 226
AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

125. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth here.

126. California Labor Code § 226, subdivisions (b) and (c), mandate that an employer afford current and former employees the right to inspect or receive a copy of itemized wage records and employment logs within twenty-one (21) calendar days from the date of a request. Section 226(c) provides that a failure to comply entitles the employee to recover a seven hundred fifty dollar (\$750.00) penalty, injunctive relief, and reasonable attorneys' fees and costs.

127. California Labor Code § 1198.5(a) mandates that every current and former employee has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Section 1198.5(b) requires the employer to make these records available within thirty (30) calendar days from the date of a request. Section 1198.5(k) provides that a failure to comply entitles the employee to recover a seven hundred fifty dollar (\$750.00) penalty, injunctive relief, and reasonable attorneys' fees and costs.

128. California Labor Code § 432 further mandates that if an employee signs any instrument relating to the obtaining or holding of employment, the employer shall give a copy of the instrument to the employee upon request.

129. On or about March 13, 2026, Plaintiff, through counsel, made a lawful request to Defendants to inspect and receive complete copies of his personnel file, payroll books, time logs, signed employment instruments, and related employment records.

130. Defendants knowingly, intentionally, and willfully failed to comply with their statutory obligations. Defendants failed to permit inspection or provide complete, unaltered copies of Plaintiff's payroll, timekeeping, and personnel records within the twenty-one (21) and thirty (30) day statutory deadlines, and continue to withhold these records as of the filing of this Complaint.

131. Defendants' withholding of these records was a bad-faith effort to obstruct Plaintiff's ability to substantiate his unpaid wage claims, calculate his exact damages, and defend against Defendants' retaliatory post-termination accusations.

132. Pursuant to Labor Code § 226(c), Plaintiff is entitled to a statutory penalty of seven hundred fifty dollars (\$750.00) for Defendants' failure to provide his payroll and time records.

133. Pursuant to Labor Code § 1198.5(k), Plaintiff is entitled to a statutory penalty of seven hundred fifty dollars (\$750.00) for Defendants' failure to provide his personnel records.

134. Pursuant to Labor Code §§ 226(h) and 1198.5(l), Plaintiff is entitled to an injunction commanding Defendants to immediately produce all personnel, payroll, and time records to Plaintiff, alongside an award of reasonable attorneys' fees and costs of suit incurred to prosecute this claim.

PRAYER

WHEREFORE, Plaintiff AERON PAULO SINGSON prays for judgment against Defendants, and each of them, jointly and severally, as follows:

1. For restitution and back pay of all unpaid overtime and double-time premium wages pursuant to California Labor Code §§ 510, 1194, and Business and Professions Code § 17203, presently estimated to be no less than **\$144,210.00**;
2. For unpaid meal period premium compensation pursuant to California Labor Code § 226.7, presently estimated to be no less than **\$6,095.00**;

- 1 3. For unpaid rest period premium compensation pursuant to California Labor Code §
2 226.7, presently estimated to be no less than **\$6,095.00**;
- 3 4. For statutory penalties for failure to provide accurate itemized wage statements pursuant
4 to California Labor Code § 226(e), in the maximum amount of **\$4,000.00**;
- 5 5. For civil penalties for the failure to maintain records and provide wage summaries
6 pursuant to California Labor Code § 226.3, presently estimated to be no less than
7 **\$45,250.00**;
- 8 6. For statutory waiting time penalties for the willful failure to timely pay all final wages
9 due upon separation pursuant to California Labor Code § 203, in the amount of
10 **\$12,300.00**;
- 11 7. For statutory penalties for the failure to permit the inspection and copying of payroll and
12 time records pursuant to California Labor Code § 226(c), in the amount of **\$750.00**;
- 13 8. For statutory penalties for the failure to permit the inspection and copying of personnel
14 files pursuant to California Labor Code § 1198.5(k), in the amount of **\$750.00**.
- 15 9. For unpaid mandatory sick leave compensation and corresponding statutory
16 administrative penalties for the failure to provide and pay accrued sick leave at separation
17 pursuant to California Labor Code §§ 246 and 248.5, in the amount of **\$3,250.00**.
- 18 10. For lost earnings, back pay, and lost employment benefits arising from unlawful
19 termination and retaliation pursuant to California Labor Code §§ 98.6 and 1102.5,
20 presently estimated to be no less than **\$15,621.00**, and continuing to accrue according to
21 proof at trial;
- 22 11. For future lost earnings and front pay damages according to proof at trial, presently
23 estimated to be no less than **\$63,960.00**;
- 24
25
26
27
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- 1 12. For compensatory, general, and compensatory damages for severe emotional distress,
2 mental suffering, anxiety, humiliation, and reputational harm according to proof at trial,
3 presently estimated to be no less than **\$150,000.00**;
- 4 13. For statutory whistleblower civil penalties payable directly to Plaintiff pursuant to
5 California Labor Code § 98.6(b)(3) in an amount up to **\$10,000.00** per incident;
6
- 7 14. For statutory whistleblower civil penalties payable directly to Plaintiff pursuant to
8 California Labor Code § 1102.5(f) in an amount up to **\$10,000.00** per indident;
9
- 10 15. For punitive and exemplary damages under California Civil Code § 3294 based on
11 Defendants' malice, oppression, and fraud, in an amount according to proof at trial,
12 presently estimated to be no less than **\$500,000.00**.
- 13 16. For reasonable attorneys' fees and expert witness fees incurred in this action pursuant to
14 California Labor Code §§ 218.5, 226(e), 1194, 1102.5(j), 1198.5(n), and Civil Procedure
15 Code § 1021.5;
16
- 17 17. For all costs of suit and legal disbursements incurred herein;
- 18 18. For prejudgment interest on all unpaid wages and monetary obligations from the date due
19 until paid, pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;
- 20 19. For an injunction compelling Defendants to produce complete, unaltered copies of
21 Plaintiff's personnel, payroll, and time records pursuant to Labor Code §§ 226(h) and
22 1198.5(l);
23
- 24 20. For an injunction restraining Defendants from continuing to engage in unlawful and
25 unfair business practices pursuant to Business and Professions Code § 17203; and
26
- 27 21. For such other, further, or alternative relief as the Court deems just, equitable, and proper.
28

1 Dated: June 15, 2026

LAW OFFICES OF MORRIS NAZARIAN. APC

2
3 *Morris Nazarian*

4 Morris Nazarian, Esq.

5 Attorney for Plaintiff

AERON PAULO SINGSON

6
7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil
10 Procedure.

11 Dated: June 15, 2026

LAW OFFICES OF MORRIS NAZARIAN. APC

12
13 *Morris Nazarian*

14 Morris Nazarian, Esq.

15 Attorney for Plaintiff

AERON PAULO SINGSON