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Case #26CV499146**

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

BRENNAN ADAIR AFANA, an individual, on behalf of herself and others similarly situated,

Plaintiff,

vs.

ODD FELLOW - REBEKAH CHILDREN'S HOME OF CALIFORNIA; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV499146

Assigned for all purposes to:
Hon. Theodore C. Zayner, Dept. 19

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act.

Action Filed: July 24, 2026
Trial Date: None Set

DEMAND FOR JURY TRIAL

Plaintiff BRENNAN ADAIR AFANA ("Plaintiff"), individually, and on behalf of all others similarly situated, brings this First Amended Class and Representative Action Complaint ("Complaint") against Defendants ODD FELLOW - REBEKAH CHILDREN'S HOME OF CALIFORNIA ("Rebekah Children's Services"), and DOES 1 through 50, inclusive (collectively, "Defendants"), and alleges as follows:

INTRODUCTION

1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section 382 against Defendants, on behalf of herself individually and a putative class of all current and former non-exempt employees employed by Defendants in California (including non-exempt employees whom Defendants misclassified as exempt) during the Class Period (collectively the "Class" or "Class Members"). The term Class Period is defined as four (4) years prior to the filing of this action through the date of class certification.

2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code sections 2698 *et seq.*, against Defendants, on behalf of herself individually and other aggrieved employees who are and were employed by Defendants throughout California during the PAGA Period. The term PAGA Period is defined as one (1) year prior to Plaintiff's notice of Labor Code violations to the Labor and Workforce Development Agency ("LWDA") and Defendants until judgment.

3. Rebekah Children's Services provides family-centered services including mental and behavioral health services, foster care and adoption, and educational services.

4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour violations under the California Labor Code, the Industrial Welfare Commission ("IWC") Wage Orders, and California Business and Professions Code that have damaged Plaintiff and Class Members, and contribute to Defendants' deliberate unfair competition.

5. Plaintiff is informed and believes, and thereon alleges that as a result of Defendants' misclassification of Plaintiff and Class Members (as set forth in detail below), Defendants have violated and continue to violate state wage and hour laws by, among other things:

(a) willfully misclassifying employees as exempt employees;

(b) failing to pay all wages (including minimum, regular, overtime, and double time

wages);

(c) failing to provide lawful meal periods or compensation in lieu thereof;

(d) failing to authorize or permit rest breaks or provide compensation in lieu thereof;

(e) failing to provide accurate itemized wage statements;

(f) failure to reimburse business expenses; and

(g) failing to pay all wages due upon separation of employment.

6. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class and aggrieved employees to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204, 206, 210, 226, 226.3, 226.7, 256, 510, 512, 551-552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, 2802, 2804, and California Code of Civil Procedure Section 1021.5.

JURISDICTION AND VENUE

7. This is a class action pursuant to California Code of Civil Procedure Section 382 and representative action pursuant to Labor Code Sections 2698 *et seq.* ("PAGA"). The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

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

10. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this County, and the acts and omissions alleged herein took place in this

County.

PARTIES

11. Plaintiff is a California citizen. Plaintiff was employed by Defendants as an Intensive Care Coordinator. Defendants classified Plaintiff as an exempt employee, but her actual job duties and responsibilities did not meet all of the necessary requirements to be categorized as exempt.

12. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant Rebekah Children's Services was and is a California nonprofit corporation. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, Rebekah Children's Services regularly conducted and conducts business within the State of California, including providing family-centered services, including mental and behavioral health services, with its principal place of business located at 290 I.O.O.F Avenue, Gilroy, California 95020, and derives substantial revenues from services performed in California. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Rebekah Children's Services was and is an employer subject to California state wage and hour laws.

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

14. Defendants employed and continue to employ non-exempt employees whom Defendants misclassified as exempt employees within the State of California.

15. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when their names and capacities are ascertained.

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

17. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business

plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

18. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or indirectly, through agents or other persons or entities, employed or otherwise exercised control over the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

19. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 50, acting as the agent, alter ego, servant, joint venturer, co-conspirator, and/or partner for the other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

CLASS ALLEGATIONS

22. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on behalf of herself and all others similarly situated who were injured by Defendants' violations of the Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during the Class Period.

23. Plaintiff's proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees employed by Defendants within the State of California (including non-exempt employees whom Defendants misclassified as exempt) at any time from four (4) years prior to the commencement of this action

through the date of class certification.

24. Plaintiff also seeks to certify the following Subclass:

Waiting Time Subclass

All Class Members who separated from their employment with Defendants at any time within three (3) years prior to the filing of this action to the date of class certification ("Subclass" or "Waiting Time Subclass").

25. Members of the Class and Subclass described above will be collectively referred to as "Class Members."

26. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish additional subclasses, or modify or re-define any class or subclass definition as appropriate based on investigation, discovery, and specific theories of liability.

27. There is a well-defined community of interest in this litigation and the proposed Class and Subclass are readily ascertainable.

28. **Commonality:** This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure Section 382 because there are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to, the following:

(a) Whether Defendants misclassified Plaintiff and Class Members as exempt employees rather than as non-exempt employees;

(b) Whether Defendants paid Plaintiff and Class Members all wages (including minimum, regular, overtime, and double time wages) for all hours worked;

(c) Whether Defendants required Plaintiff and Class Members to work off-the-clock without compensation;

(d) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;

(e) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;

(f) Whether Defendants failed to provide Plaintiff and Class Members with accurate

itemized wage statements;

(g) Whether Defendants failed to timely pay Class Members all wages due immediately upon termination or within 72 hours of resignation;

(h) Whether Defendants failed to reimburse business expenses;

(i) Whether Defendants' conduct was willful or reckless; and

(j) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code Sections 17200, *et seq*.

29. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common questions raised in this Complaint will advance resolution of each individual Class Member's claims.

30. **Numerosity**: The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than 100 individuals.

31. **Ascertainability**: The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

32. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

33. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has

incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

34. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

35. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

36. Defendants misclassified Plaintiff and other Class Members as exempt employees when, in fact, they were non-exempt employees. First, Plaintiff and Class Members did not perform duties more than 50% of the time, which would qualify them as exempt employees under the Labor Code. The titles implemented by Defendants for Plaintiff and Class Members, e.g., "Intensive Care Coordinator," were misnomers, as Plaintiff and Class Members lacked the regular and customary exercise of discretion and independent judgment in the performance of their duties and in performing such duties should have been classified as non-exempt under the applicable Wage Order(s) of the Industrial Welfare Commission ("IWC"). Further, Defendants required Plaintiff and Class Members to perform duties Defendants customarily assigned to non-exempt positions. The result of Defendants' misclassification is that Plaintiff and Class Members were routinely denied payment of all earned minimum, straight time, overtime, and double time wages, including: (a) the compensation earned but left unpaid for each hour Class Members worked; (b) the premium wages earned for each day Plaintiff

and Class Members were deprived of uninterrupted, duty-free meal periods mandated by California law; and (c) the premium wages earned for each day Plaintiff and Class Members were deprived of uninterrupted, duty-free rest periods mandated by California law. The Class Members consist of all current and former non-exempt employees employed by Defendants in California (including non-exempt employees whom Defendants misclassified as exempt) during the Class Period.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to pay Plaintiff and Class Members minimum, straight time, overtime, and double time wages for all hours worked at the legally mandated rates. During the relevant time period, Plaintiff and Class Members regularly worked more than eight (8) hours per workday, 10 hours per workday, 12 hours per workday, over 40 hours per workweek, and seven (7) consecutive days in a single workweek. Defendants failed to properly record Plaintiff and Class Members' time worked due to Defendants' misclassification of Plaintiff and Class Members. In addition, Defendants required Plaintiff and Class Members to perform off-the-clock work, including communicating with Defendants' management and supervisors, working through meal periods, completing paperwork in connection with documentation and reporting duties, and being "on-call" outside of normal business hours including during sick days and vacation days, all without compensation, resulting in the underpayment of wages, including minimum, straight time, overtime, and double time wages. Upon information and belief, Defendants rounded Plaintiff and Class Members' time worked to Defendants' advantage. Finally, Defendants failed to include all non-discretionary remuneration, including bonuses and commissions, when calculating the regular rate of pay for the purposes of calculating and paying Plaintiff and Class Members' overtime, double time, and sick pay. As such, Defendants failed to pay Plaintiff and Class Members minimum, straight time, overtime, and double time wages for all hours worked.

38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay at their regular rate of pay when they did not receive a compliant meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due

to Defendants' work demands, understaffing, policies, and practices. As a result of Defendants' meal period practices and policies, Plaintiff and Class Members were not provided with all lawful meal periods to which they were entitled. On information and belief, Defendants also failed to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Defendants failed to provide Plaintiff and Class Members with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours in a workday, and failed to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide compliant rest breaks to Plaintiff and Class Members due to their excessive work demands, understaffing, policies, and practices as mentioned above. Plaintiff and Class Members were not provided with rest periods that were a full 10 minutes of "net rest" in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Thus, Plaintiff and Class Members regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Further, Defendants failed to relinquish control over how Plaintiff and Class Members spent their rest periods. As a result of Defendants' rest period practices and policies, Plaintiff and Class Members were not provided with all lawful rest periods to which they were entitled. Even if Plaintiff and Class Members were able to take a rest period, Defendants required Plaintiff and Class Members to keep a communication device on their person to communicate with their supervisors at all times during their shifts, including during rest periods, resulting in on-duty rest periods. In addition, Defendants failed to provide rest breaks during the middle of each work period and provide all required paid rest periods. On information and belief, Defendants also failed to compensate Plaintiff and Class Members with an

additional hour of pay at their regular rate for every day in which they suffered a rest period violation. As such, Defendants failed to provide Plaintiff and Class Members all required rest periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

40. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit. Specifically, Defendants required Plaintiff and Class Members to use their personal cell phones to complete their work-related duties (including work-related communications) without reimbursement for a reasonable portion of their cellular phone bills, and to drive their personal vehicles for work purposes without sufficient reimbursement for the costs of mileage and wear and tear on their vehicles. Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Waiting Time Subclass Members who separated from their employment with Defendants during the statutory period were entitled to timely payment of all wages due. In violation of the Labor Code and IWC Wage Orders, Waiting Time Subclass Members did not receive payment of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including minimum, regular, overtime, and double time wages, reimbursements, and failure to pay meal and rest period premiums to Class Members.

42. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate wage statements that show all of the information required by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

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FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(AGAINST ALL DEFENDANTS)

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

2. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

3. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

4. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

5. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so."

6. Labor Code Section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 and the IWC Wage Orders further require that employers pay employees double their regular rate of pay for hours worked in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of overtime wages at one-and-one-half times the "regular rate of pay," which includes all forms of remuneration earned by the employee.

7. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to

all employees in California for all hours worked. Local minimum wage ordinances, may provide for higher minimum wage rates that must be paid to employees for all hours worked in those locales where each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than the state or local minimum wage, whichever is higher, for any hour of work.

8. Labor Code Section 1194 requires that employers pay employees at least the legal minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage. Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages, along with interest thereon, reasonable attorneys' fees and costs of suit.

9. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

10. Labor Code Section 1198 prohibits employers from employing for longer hours or less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the Labor Commissioner.

11. During the relevant time period, Defendants failed to pay Plaintiff and Class Members all wages due, including for off-the-clock work, among other things.

12. In violation of California law, Defendants have knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged above.

13. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular, overtime, and double time wages in accordance with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

14. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars

($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

16. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders.

17. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from employing any person for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours per day and must begin before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. An employer must relieve an employee of all duties during meal periods.

18. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

19. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from requiring any employee to work during a meal period mandated by any California statute, regulation, standard or order. If an employer fails to provide an employee with a meal period in accordance with state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is noncompliant.

20. During the relevant time period, Plaintiff and Class Members did not receive compliant meal periods at the required time intervals. Specifically, meal periods were late, interrupted, rounded, auto-deducted, on-duty, short, missed, and/or restricted to the work station.

21. During the relevant time period, Defendants failed to pay Plaintiff and Class Members meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

22. As a result of Defendants' failure to provide compliant meal periods and pay meal period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

23. Because Plaintiff and Class Members were and/or are entitled to such meal periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

24. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class

Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

25. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys' fees and costs from Defendants in an amount subject to proof and approved by the Court.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

27. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7 and the applicable IWC Wage Orders.

28. The IWC Wage Orders require employers to authorize and permit all employees to take 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

29. If an employer fails to provide an employee with a rest period in accordance with California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

30. During the relevant time period, Defendants did not implement a compliant rest break policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10-minute rest period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted, missed, late, shortened, on-duty, and/or restricted to the worksite.

31. During the relevant time period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

32. As a result of Defendants' failure to provide compliant rest periods and pay rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages

and compensation.

33. Because Plaintiff and Class Members were and/or are entitled to such rest periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

34. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

35. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys' fees and costs from Defendants in an amount subject to proof and approved by the Court.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

37. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

38. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net

wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate.

39. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a knowing and intentional failure by an employer to provide an accurate itemized wage statement to recover the greater of all actual damages or $50 for the initial pay violation and $100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of $4,000 per employee, in addition to an award of costs and attorneys' fees.

40. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code Section 226(a). The deficiencies include, among other things, Defendants' failure to provide wage statements correctly stating the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

41. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiff and Class Members have been injured by Defendants' intentional violation of California Labor Code Section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under California Labor Code Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate wages earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

42. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have

suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

43. Plaintiff and Class Members are also entitled to injunctive relief under California Labor Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

45. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201, 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to Waiting Time Subclass Members.

46. Labor Code Section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

47. Labor Code Section 202 requires that if "an employee not having a written contract for a definite period" quits, the employee's wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

48. Labor Code Section 203 provides that if an employer willfully fails to pay, without abatement or reduction, any wages of an employee who is discharged or quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but that the wages shall not continue for more than 30 days per employee.

49. During the relevant time period, Defendants willfully failed to pay Waiting Time Subclass Members all their earned wages upon termination including, but not limited to, minimum, regular, overtime, and double time wages, prevailing wages, premium compensation, and/or reimbursements either at the time of discharge or within 72 hours of leaving Defendants' employ.

50. As a result of Defendants' failure to timely pay all wages owed to Waiting Time Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Waiting Time Subclass Members are entitled to recover Waiting time penalties, prejudgment interest, attorneys' fees, and costs in amounts that will be established at trial.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

52. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements with respect to Plaintiff and Class Members.

53. Labor Code Section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own negligence.

54. Labor Code Section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code Section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also recover attorneys' fees and costs.

55. During the relevant time period, Defendants required Plaintiff and Class Members to use their personal cell phones and vehicles for work purposes without reimbursement in violation of Labor Code Sections 2800 and 2802. Defendants also required Plaintiff and Class Members to cover

Defendants' expenses related to accidents, in violation of Labor Code Sections 2800, 2802 and 2804.

56. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class Members for all business and work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections 2800, 2802 and 2804, Plaintiff and Class Members are entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

SEVENTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

(AGAINST ALL DEFENDANTS)

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

58. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure Section 1021.5.

59. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code Sections 17200, *et seq*.

60. A violation of Business and Professions Code Sections 17200, *et seq*. may be predicated on the violation of any state or federal law.

61. Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to pay all minimum, regular, overtime, and double time wages due to Plaintiff and Class Members in violation of Labor Code Sections 204, 206, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

(b) Failing to provide meal periods without paying Plaintiff and Class Members premium wages for every day in which a meal period was not provided in violation of Labor Code Sections 226.7 and 512;

(c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members

premium wages for every day in which a rest break was not authorized or permitted in violation of Labor Code Section 226.7;

(d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code Section 226;

(e) Failing to timely pay all earned wages to Waiting Time Subclass Members upon separation of employment in violation of Labor Code Sections 201, 202 and 203; and

(f) Failing to reimburse business expenses in violation of Labor Code Sections 2800 and 2802.

62. Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

63. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code Sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

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

44. California Labor Code Section 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

45. On July 22, 2026, Plaintiff gave written notice of the specified provisions alleged to

have been violated by Defendants including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 and paid the filing fee. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code Section 2699 pursuant to Section 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558(a), 1197.1, and 2699(f)(2).

46. The statute of limitations is tolled while a plaintiff exhausts his or her administrative remedies with the LWDA prior to suit, which is required by Labor Code Section 2699.3(d).

47. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code Section 1174(d). Pursuant to California Labor Code Section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code Section 1174 is subject to a penalty under Section 1174.5. Pursuant to the applicable IWC Order Section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order Section 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

48. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

(a) Violation of Labor Code Sections 201-204, 206, 210, 256, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

(b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;

(c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and

other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

(d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

(f) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse business expenses to Plaintiff and other aggrieved employees as herein alleged.

49. Pursuant to Labor Code Section 2699(c)(1), Plaintiff is an "aggrieved employee" because she was employed by the alleged violators and personally suffered each of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

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

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

52. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein pursuant to Labor Code Section 2699(g)(1).

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all others similarly situated and other Class Members, other aggrieved employees, and the State of California, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;

2. For appointment of Plaintiff BRENNAN ADAIR AFANA as the class representative;

3. For appointment of Aris LLP as class counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;

6. For damages, monetary relief, wages, premiums, benefits and penalties, including interest thereon;

7. For waiting time penalties pursuant to Labor Code Section 203;

8. For the amounts provided for in Labor Code Section 226.7;

9. For liquidated damages pursuant to Labor Code Section 1194.2;

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

11. For permanent injunctive relief described in the UCL, and PAGA causes of action;

12. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6 and Civil Code Sections 3287 and 3289, and applicable law;

13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;

14. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226, 1194, 2699, 2802, and Code of Civil Procedure Section 1021.5;

15. For a declaratory judgment that the practices complained of herein are unlawful under California law;

16. Such other equitable relief as the Court may deem proper;

17. For treble damages;

18. For PAGA penalties; and

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

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Dated: October 8, 2026

ARIS LLP

By: _____

Daniel J. Hyun
Shelly Song
Shaheen A. Etemadi
Attorneys for Plaintiff BRENNAN ADAIR AFANA

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 8, 2026

ARIS LLP

By: _____

Daniel J. Hyun
Shelly Song
Shaheen A. Etemadi
Attorneys for Plaintiff BRENNAN ADAIR AFANA

PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 1 Park Plaza, Suite 600, Irvine, CA 92614. On October 8, 2026, I served the foregoing documents:

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

on all interested parties in this action as follows:

**** SEE ATTACHED SERVICE LIST ****

[X] (BY E- MAIL) In accordance with the Court's Order authorizing electronic service and/or agreement between the parties, I transmitted a true and correct copy of this document(s), in pdf. and/or Word format via electronic transmission to the electronic mail address(es) listed below for each addressee and received no reply messages indicating delivery failure.

[ ] (BY MAIL) I deposited a true and correct copy of this document(s) by mail to the address(es) listed below for each addressee and received no rejection notice(s).

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 8, 2026.

Becker/Moreno

Service List

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