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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

ERICA ACEBEDO, as an individual, and on behalf of all others similarly situated,

Plaintiff,

v.

TKS CARE SERVICES, INC., a California corporation, dba SENIOR HELPERS OF CENTRAL OC; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CU01925

Amended as a Matter of Right Pursuant to Labor Code Section 2699.3(a)(2)(C)

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);

(2) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, AND 1198);

(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512);

(4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516);

(5) FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802);

(6) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);

(7) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);

(8) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); AND

(9) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq*.).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Erica Acebedo (hereinafter "Plaintiff"), as an individual, and on behalf of all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint against TKS Care Services, Inc., a California corporation, dba Senior Helpers of Central OC; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff hereby brings this First Amended Class and Representative Action Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et seq*., Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1454, 2802, 2698 *et seq*., and the applicable Wage Order(s), in addition to seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Fresno. Defendants own, maintain offices, transact business, have an agent or agents within the County of Fresno, and/or otherwise are found within the County of Fresno, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is a California resident. During the four years immediately preceding the filing of the Complaint in this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et*

seq., California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law"), and the applicable Wage Order(s).

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business by providing in-home care services to seniors and other individuals in need of care in California and across the United States, employed Plaintiff within Fresno County and the state of California and, therefore, were (and are) doing business in Fresno County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

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

Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a caregiver. She began employment with Defendants in approximately August of 2022 and last worked for Defendants in approximately November 2025. Defendants are in the business of providing in-home supportive care to seniors and those with chronic diseases. Most recently, Plaintiff was generally scheduled to work 4 days per week from approximately 8:00 a.m. to 5:00 p.m. Plaintiff's duties included, among other things, transporting clients to medical and other general appointments, washing, drying, and folding laundry, picking up prescriptions, grocery shopping, refilling medication prescriptions, and running errands.

10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked. Defendants required Plaintiff and other non-exempt employees to clock in and out on a time clock. Upon information and belief, Defendants had a practice of rounding the hours of Plaintiff and other non-exempt employees so as to systemically pay them for less time than they actually worked notwithstanding the fact Defendants had the ability to accurately record Plaintiff's and the putative classes' work time to the minute. Defendants also required Plaintiff and other non-exempt employees to perform work off the clock without any compensation. By way of example, Defendants required Plaintiff and other non-exempt employees to attend mandatory work meetings, lasting approximately one to one and a half hours, after their scheduled shifts had ended, without compensation. Further, almost all of Plaintiff's paystubs reflect hours recorded to the hour, rather than to the minute despite Defendants being able to accurately record Plaintiff's and other non-exempt employees' hours to the minute. Defendants likewise required Plaintiff and other non-exempt employees to complete State of California recertification requirements on their days off, without compensation. As a further example, Plaintiff was generally scheduled to work from 8:00 a.m. to 5:00 p.m. with a 30-minute meal period, totaling approximately 8.5 hours of work per day, yet, upon information and

belief, Defendants generally paid Plaintiff for only 8.0 hours of work per day.

11. Defendants maintained a policy/practice of not compensating Plaintiff and other non-exempt employees for all their overtime hours worked in the pay period. As discussed above, upon information and belief, Defendants maintained a policy/practice of rounding the hours of Plaintiff and other non-exempt employees for purposes of avoiding payment for all overtime hours worked. Additionally, by way of example, Plaintiff and other non-exempt employees would frequently work more than 8 hours in a day and either would not be paid for all overtime hours worked, or were paid at the wrong overtime rate. Further, Defendants failed to pay overtime compensation at one and one-half times the regular rate of pay for all hours worked in excess of nine hours per day or 45 hours per week, as required by Labor Code § 1454.

12. Defendants did not provide Plaintiff and other non-exempt employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally compliant second meal period when they worked shifts longer than 10 hours. By way of example, Plaintiff and other non-exempt employees would routinely have their meal periods interrupted with mandatory work meetings multiple times a week while on an unpaid meal period. Additionally, upon information and belief, other non-exempt employees were not provided a second meal period when they worked shifts longer than 10 hours. Despite consistently experiencing interrupted meal breaks, upon information and belief, Defendants did not provide Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

13. Plaintiff and other non-exempt employees were also not authorized to take their full legally required 10-minute rest periods. Plaintiff, upon information and belief, never received any 10-minute rest periods throughout her tenure working for Defendants including third rest periods when they worked shifts over 10.0 hours. Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants did not maintain any payroll code or any other mechanism for the

payment of rest period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, requiring Plaintiff and other non-exempt employees to use their personal cellular phones to communicate with Defendants for different work-related tasks, as well as requiring Plaintiff and other non-exempt employees to escort clients in Plaintiff's and other non-exempt employees' personal vehicles to various locations and appointments throughout the day, including but not limited to grocery shopping trips and medical appointments, without reimbursement for gas or mileage. Defendants also required Plaintiff and other non-exempt employees to purchase required uniform shirts bearing Defendants' logo, at a cost of approximately $35.00 per shirt, without reimbursement. Upon information and belief, Defendants' only reimbursement to Plaintiff was a flat payment of approximately $5.00 per bi-weekly pay period, which did not come close to covering the necessary expenditures Plaintiff actually incurred in the discharge of her duties.

15. Defendants have maintained inaccurate payroll records, failed to keep accurate records of the hours worked by Plaintiff and other non-exempt employees and the meal periods they took as required by Labor Code §§ 226 and 1174, failed to timely pay all wages owed to employees during employment as required by Labor Code § 204, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages.

16. Defendants failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number

other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. By way of example, the wage statements Defendants issued to Plaintiff identify the employer only as "Senior Helpers of Central OC" and do not state the name of the legal entity that is the employer, TKS Care Services, Inc., in violation of Labor Code § 226(a)(8).

CLASS ACTION ALLEGATIONS

17. **Class Definitions**: Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all current and former non-exempt employees of Defendants in California who were subject to Defendants' timekeeping systems and/or practices, during the four years immediately preceding the filing of this lawsuit through the present.

b. The Overtime Wage Class consists of all current and former non-exempt employees of Defendants in California who worked overtime hours and were subject to Defendants' timekeeping systems and/or practices, during the four years immediately preceding the filing of this lawsuit through the present.

c. The Employee Expense Class consists of all current and former non-exempt employees of Defendants in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to the use of personal cellular telephones for work-related communications, the use of personal vehicles for work-related travel, and the purchase of required uniform items, for necessary business purposes during the four years immediately preceding the filing of this lawsuit to the present.

d. The Wage Statement Class consists of all current and former non-exempt employees of Defendants in California who received a wage statement from

Defendants during the one year immediately preceding the filing of this lawsuit through the present.

e. The Meal Period Class consists of all current and former non-exempt employees of Defendants in California who worked shifts of five hours or more, or ten hours or more, during the four years immediately preceding the filing of this lawsuit through the present.

f. The Rest Period Class consists of all current and former non-exempt employees of Defendants in California who worked shifts of three and one-half hours or more during the four years immediately preceding the filing of this lawsuit through the present.

g. The Waiting Time Class consists of all former non-exempt employees of Defendants in California whose employment with Defendants ended during the three years immediately preceding the filing of this lawsuit through the present.

18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to §§ 510, 1194, and the applicable Wage Order/s by requiring

members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;

iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code § 226.7 and 516;

vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;

vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and

viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

20. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality**: The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' and timekeeping

policies and practices, was provided inaccurate wage statements, and was not paid all wages earned at the time of her separation of employment.

22. **Adequacy of Representation**: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. California Labor Code §§ 1197, 1182.12, and the applicable Wage Order/s establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the applicable Wage Order/s.

26. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and are

entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and the applicable Wage Order/s.

28. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, 1198, and, in the alternative, 1454, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and the applicable Wage Order/s. The applicable Wage Order/s require an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. In the alternative, to the extent Plaintiff or any member of the Overtime Class is found to be a "personal attendant" within the meaning of the applicable Wage Order and Labor Code § 1451, Labor Code § 1454 required Defendants to pay overtime compensation at one and one-half times the employee's regular rate of pay for all hours worked in excess of nine hours per day or 45 hours per week, which Defendants failed to do.

32. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of

suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, the applicable Wage Order/s, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and applicable Wage Order(s). Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

35. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order/s, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Wage Order/s and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods.

39. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums

owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

42. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular telephones to communicate with Defendants regarding work-related duties and use their personal vehicles to drive to and from individual patient homes, and to incur other necessary business expenditures in the performance of their duties, without reimbursement, Defendants have violated Labor Code § 2802.

43. Plaintiff and the members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

44. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

and the Wage Statement Class with complete and accurate wage statements that included, among other requirements, accurate total gross wages earned, all hours worked at each applicable hourly rate, all meal and rest period premiums, the name of the legal entity that is the employer, and total net wages earned, in violation of Labor Code section 226(a).

47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

48. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

51. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, underpaid overtime and minimum wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages

at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

52. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

54. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, failing to provide all legally required meal and rest periods or pay premium wages in lieu thereof, failing to reimburse necessary business expenditures, and failing to furnish accurate, itemized wage statements.

55. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

57. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

58. Plaintiff is compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

59. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

60. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which

no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1184, 1194, 1194.2, and 1197;

b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of their accrued paid sick leave days in violation of Labor Code § 233, 245.5, 246(b), and 246.5;

d. Failure to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7 and 512;

e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7 and 516;

f. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, the Employee Expense Class and other aggrieved employees in violation of Labor Code § 2802;

g. Failure to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198;

i. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5; and

j. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203.

61. On July 9, 2026, Plaintiff notified the California Labor and Workforce Development Agency ("LWDA") via its website, and also notified Defendants via certified mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 60 (a)-(j). Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not provided that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699(k)(1).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,

1198 and the applicable Wage Order(s);

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198, 1454 and the applicable Wage Order(s);

6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq*.;

10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

11. Upon the Eighth Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*.;

12. Upon the Ninth Cause of Action, for (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee pay period, (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for the violations of the Labor Code sections cited in Labor Code § 2699.5;

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

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

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

Dated: September 21, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

By: _____
Daniel J. Brown
Gregory K. Okada
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: September 21, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

By: _____
Daniel J. Brown
Gregory K. Okada
Attorneys for Plaintiff

PROOF OF SERVICE

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On September 21, 2026, I served the document listed below on the parties in this action as follows:

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

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

X (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

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

Executed on September 21, 2026, at Ventura, CA.

Isabella C. Aguinaga

Isabella Aguinaga

SERVICE LIST

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