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 Superior Court of California
 County of Los Angeles
04/28/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Williams Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

CAMILLE JONES, an individual and on
 behalf of all others similarly situated;

Plaintiff,

vs.

SUTHERLAND HEALTHCARE
 SOLUTIONS INC., a Delaware corporation;
 and DOES 1 through 50,

Defendants.

Case No.: 23STCV31445

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) OVERTIME WAGE VIOLATIONS;**
- (2) MEAL PERIOD VIOLATIONS;**
- (3) WAGE STATEMENT PENALTIES;**
- (4) WAITING TIME PENALTIES;**
- (5) FAILURE TO REIMBURSE
 NECESSARY BUSINESS
 EXPENSES;**
- (6) UNFAIR COMPETITION (BUS &
 PROF CODE §§ 17200, *et seq.*);**
- (7) CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE
 ATTORNEYS GENERAL ACT;**
- (8) MINIMUM WAGE VIOLATIONS;**
- (9) REST PERIOD VIOLATIONS;**
- (10) FAILURE TO PAY PAID SICK
 LEAVE WAGES; AND**
- (11) LATE WAGE PAYMENT
 VIOLATIONS.**

DEMAND FOR JURY TRIAL

1 Plaintiff CAMILLE JONES (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Second Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants SUTHERLAND HEALTHCARE SOLUTIONS INC., a
4 Delaware corporation, and DOES 1 to 50 inclusive (collectively “Defendants”), and on information
5 and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
10 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”)
11 Wage Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and
12 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
13 Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in
14 controversy exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including Los Angeles County, and some
17 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
18 Plaintiff was employed by Defendants within Los Angeles County.

19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
25 *seq.*, Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
26 1198, 2802, 2698, *et seq.*, and Wage Orders.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
2 similarly-situated non-exempt employees within Los Angeles County, and the State of California
3 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
8 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
10 and proximately caused Plaintiff and the Class (as defined below) to be subject to the unlawful
11 employment practices, wrongs, injuries, and damages complained of herein.

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

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

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

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a company in California that provides third-party billing
3 and collection services to businesses in the healthcare industry. Defendants employed Plaintiff as an
4 hourly-paid, non-exempt employee in the position of Associate Account Manager from
5 approximately February 2021 to approximately December 5, 2023.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
9 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
10 belief, Defendants failed to incorporate multiple rates of pay and/or all non-discretionary
11 remuneration, including quarterly incentive compensation, into the regular rate of pay by looking
12 back at the time period in which the incentive compensation was earned. Upon information and
13 belief, at times, Defendants required Plaintiff and other non-exempt employees to perform work
14 before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,
15 and failed to compensate employees for this time. As a result, Plaintiff and other non-exempt
16 employees were not compensated for all earned overtime and minimum wages.

17 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
18 legally compliant meal periods or meal period premiums at the regular rate of compensation due to
19 Defendants' meal period policies/practices,. Upon information and belief, Plaintiff and other non-
20 exempt employees were not able to take their legally compliant meal breaks due to work demands
21 imposed by Defendants. On those occasions when Plaintiff and other non-exempt employees were
22 not provided with all legally compliant meal periods to which they were entitled, Defendants failed
23 to compensate Plaintiff and other non-exempt employees with the required meal period premium(s)
24 at the regular rate of compensation for each workday there was a meal period violation as mandated
25 by Labor Code § 226.7. Upon information and belief, Defendants failed to incorporate multiple
26 rates of pay and/or all non-discretionary remuneration, including quarterly incentive compensation,
27 into the regular rate of compensation by looking back at the time period in which the incentive
28 compensation was earned.

1 13. At times, Plaintiff and other non-exempt employees were not authorized and
2 permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices,
3 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or
4 major fraction thereof. On occasion, Plaintiff and other non-exempt employees were not able to take
5 their legally compliant rest breaks due to work demands imposed by Defendants. On those
6 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
7 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
8 them with the required rest period premium(s) for each workday there was a rest period violation as
9 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
10 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
11 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
12 employees.

13 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
14 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
15 sick leave pay rate.

16 15. As a result of Defendants' failure to pay all minimum, overtime, and paid sick leave
17 wages, failure to pay all meal and rest period premium wages, and unlawful timekeeping and
18 payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued
19 inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result of
20 Defendants' failure to pay all minimum, overtime, and paid sick leave wages and meal and rest
21 period premium wages, Defendants failed to timely pay all final wages to Plaintiff and other former
22 non-exempt employees upon their separation of employment from Defendants. Defendants also
23 failed to pay Plaintiff her final paycheck upon separation of employment.

24 16. Additionally, Defendants required Plaintiff and other non-exempt employees to work
25 from home and use their home internet in the performance of their job duties. Despite requiring
26 employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiff and
27 other non-exempt employees for the cost of these expenses.

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17. Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other non-exempt all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, paid sick leave wages and meal and rest period premium wages as discussed above.

CLASS ACTION ALLEGATIONS

18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Class pursuant to § 382 of the California Code of Civil Procedure: All individuals employed by Defendant in California in non-exempt positions at any time from September 19, 2020 through December 14, 2025.

19. **Numerosity/Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Class is unknown to Plaintiff at this time; however, it is estimated that the members of the Class number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

20. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Class, which predominate over questions affecting only individual members including, without limitation to:

a. Whether Defendants properly paid all minimum, overtime, and/or paid sick leave wages to members of the Class;

- 1 b. Whether Defendants provided all legally compliant meal or rest periods or paid meal
2 or rest period premium wages due to members of the Class pursuant to Labor Code
3 §§ 226.7 and 512;
- 4 c. Whether Defendants furnished legally compliant wage statements to members of the
5 Class pursuant to Labor Code § 226;
- 6 d. Whether Defendants reimbursed members of the Class for all necessary business
7 expenses pursuant to Labor Code § 2802;
- 8 e. Whether Defendants timely paid all final wages to members of the Class at the time
9 of their separation of employment pursuant to Labor Code §§ 201 and 202; and
- 10 f. Whether Defendants timely paid all wages to members of the Class pursuant to
11 Labor Code § 204.

12 These common questions of law and fact set forth above are numerous and substantial and
13 stem from Defendants' policies and/or practices applicable to each individual class member. As
14 such, the common questions predominate over individual questions concerning each individual
15 class member's showing as to their eligibility for recovery or as to the amount of their damages.

16 21. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because
17 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
18 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
19 Plaintiff, like the members of the Class, was not paid all minimum, overtime, and paid sick leave
20 wages owed due to Defendants' timekeeping and payroll policies/practices, was not provided all
21 required meal and rest period periods or paid meal period premium wages at the regular rate of
22 compensation, was not paid all wages timely and final wages upon separation of employment, was
23 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
24 necessary business expenses.

25 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
26 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's
27 attorneys are ready, willing and able to fully and adequately represent the members of the Class and
28 Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and

1 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
2 members of the Class.

3 23. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
4 public interest in establishing minimum working conditions and standards in California. These laws
5 and labor standards protect the average working employee from exploitation by employers who
6 have the responsibility to follow the laws and who may seek to take advantage of superior economic
7 and bargaining power in setting onerous terms and conditions of employment. The nature of this
8 action and the format of laws available to Plaintiff and members of the Class make the class action
9 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If
10 each employee were required to file an individual lawsuit, Defendants would necessarily gain an
11 unconscionable advantage since they would be able to exploit and overwhelm the limited resources
12 of each individual plaintiff with their vastly superior financial and legal resources.

13 24. Moreover, requiring each member of the Class to pursue an individual remedy would
14 also discourage the assertion of lawful claims by employees who would be disinclined to file an
15 action against their former and/or current employer for real and justifiable fear of retaliation and
16 permanent damages to their careers at subsequent employment. The claims of the individual
17 members of the Class are not sufficiently large to warrant vigorous individual prosecution
18 considering all of the concomitant costs and expenses attending hereto.

19 25. Furthermore, the prosecution of separate actions by the individual class members,
20 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
21 with respect to the individual class members against Defendants herein; and which would establish
22 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
23 respect to individual class members which would, as a practical matter, be dispositive of the interest
24 of the other class members not parties to adjudications or which would substantially impair or
25 impede the ability of the class members to protect their interests. As such, the Class identified
26 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION
OVERTIME WAGE VIOLATIONS
(Against All Defendants)

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

27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

28. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of the Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

29. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and members of the Class seek recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Against All Defendants)

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

31. 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

1 Plaintiff and members of the Class, with all legally compliant meal periods in accordance with the
2 mandates of the Labor Code and Wage Orders, § 11.

3 32. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
4 Plaintiff and members of the Class at their respective regular rates of compensation, in accordance
5 with California Labor Code §§ 204, 210, 226.7, and 512.

6 33. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
7 members of the Class seek recovery of unpaid premium wages for meal period violations including
8 interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558,
9 Wage Orders, and Civil Code §§ 3287 and 3289.

10 **THIRD CAUSE OF ACTION**

11 **WAGE STATEMENT PENALTIES**

12 **(Against All Defendants)**

13 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
17 and members of the Class with accurate and complete, itemized wage statements that included,
18 among other requirements, all hours worked, total gross wages earned, all rates of pay and
19 corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
20 period, and/or the correct name and address of the legal entity that is the employer in violation of
21 Labor Code § 226.

22 36. Defendants' failure to furnish Plaintiff and members of the Class with accurate and
23 complete, itemized wage statements resulted in actual injury, as said failures led to, among other
24 things, the non-payment of minimum and overtime wages and meal and rest period premium wages
25 owed and deprived them of the information necessary to identify the discrepancies in Defendants'
26 reported payroll data.

27 37. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
28 members of the Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs

1 of suit according to California Labor Code § 226.

2 **FOURTH CAUSE OF ACTION**

3 **WAITING TIME PENALTIES**

4 **(Against All Defendants)**

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

7 39. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
8 employer to pay all wages immediately at the time of separation of employment in the event the
9 employer discharges the employee or the employee provides at least 72 hours of notice of their
10 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
11 said employee's wages become due and payable not later than 72 hours upon said employee's last
12 date of employment.

13 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
14 to timely pay Plaintiff and members of the Class all final wages due to them at their separation from
15 employment, including unpaid minimum, overtime, and paid sick leave wages as well as unpaid
16 meal and rest period premium wages.

17 41. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
18 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
19 the Class all earned wages at the end of employment in a timely manner pursuant to the
20 requirements of Labor Code §§ 201-202.

21 42. Defendants' failure to pay all final wages was willful within the meaning of Labor
22 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Class their
23 earned wages upon separation from employment results in continued payment of daily wages up to
24 thirty days from the time the wages were due.

25 43. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
26 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **(Against All Defendants)**

4 44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

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

10 46. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
11 members of the Class all necessary business expenses they incurred in the performance of their job
12 duties.

13 47. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
14 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
15 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

16 **SIXTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Against All Defendants)**

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

21 49. Defendants have engaged and continue to engage in unfair and/or unlawful business
22 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 23 a. failing to pay Plaintiff and members of the Class all minimum, overtime, and paid
24 sick leave wages due;
- 25 b. failing to provide Plaintiff and members of the Class with all meal and rest periods to
26 which they are entitled, and failing to pay them all meal and rest period premium
27 wages due;

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- 1 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
2 the Class;
3 d. failing to timely pay all final wages to Plaintiff and members of the Class; and
4 e. failing to reimburse all necessary business expenses to Plaintiff and members of the
5 Class.

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

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

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

17 **SEVENTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(Against All Defendants)**

20 53. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 54. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
23 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved
24 Employees"), brings this representative action against Defendants to recover the civil penalties due
25 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
26 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
27 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
28 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each

1 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
2 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
3 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
4 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
5 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
6 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
7 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
8 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
9 Code for which no civil penalty is specifically provided, based on the following Labor Code
10 violations:

- 11 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
12 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 13 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
14 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 15 c. Failing to provide all legally required meal periods, and failure to pay meal period
16 premium wages, to Aggrieved Employees at the regular rate of compensation in
17 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 18 d. Failing to provide all legally required rest periods, and failure to pay rest period
19 premium wages, to Aggrieved Employees at the regular rate of compensation in
20 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 21 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
22 statements in violation of Labor Code § 226;
- 23 f. Failing to timely pay all final wages and compensation earned by Aggrieved
24 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 25 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
26 violation of Labor Code § 2802;
- 27 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
28 calendar month in violation of Labor Code § 204; and

1 i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
2 of Labor Code §§ 1174 and 1198.

3 55. On or about December 22, 2023, Plaintiff notified Defendants via certified mail, and
4 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
5 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
6 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
7 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
8 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
9 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
10 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
11 with respect to these violations.

12 56. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
13 under California Labor Code § 2699(g).

14 **EIGHTH CAUSE OF ACTION**
15 **MINIMUM WAGE VIOLATIONS**
16 **(Against All Defendants)**

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

19 58. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of
20 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
25 pay practices to the requirements of the law by failing to pay Plaintiff and members of the Class for
26 all hours worked, including, but not limited to, all hours they were subject to the control of
27 Defendants and/or suffered or permitted to work under the Labor Code and Wage Orders.

28 59. Labor Code § 1198 makes unlawful the employment of an employee under

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

5 60. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
6 members of the Class seek recovery of the balance of unpaid wages, including interest thereon,
7 statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194,
8 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

9 **NINTH CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(Against All Defendants)**

12 61. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 62. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
15 employees to be provided with a rest period of at least 10 minutes for each four-hour period
16 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
17 despite Defendants' failure to authorize and permit Plaintiff and members of the Class to take all
18 legally compliant rest periods as alleged herein, Defendants did not pay these individuals an
19 additional hour of pay at their respective regular rate for the rest periods that they failed to authorize
20 and permit them to take, as required by Labor Code § 226.7.

21 63. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
22 members of the Class seek recovery of unpaid premium wages for rest period violations including
23 interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees, and costs
24 of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§ 3287 and
25 3289.

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1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO PAY PAID SICK LEAVE WAGES**

3 **(Against All Defendants)**

4 64. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 65. Upon information and belief, Defendants violated Labor Code § 246 by failing to
7 incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid sick leave
8 pay rate.

9 66. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
10 Class seek recovery of unpaid wages including interest thereon, statutory penalties, and costs of
11 suit, statutory penalties, attorneys' fees, and costs of suit.

12 **ELEVENTH CAUSE OF ACTION**

13 **LATE WAGE PAYMENT VIOLATIONS**

14 **(Against All Defendants)**

15 67. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 68. Labor Code § 204 requires that all wages earned by any person in any employment
18 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
19 upon termination of an employee, are due and payable between the 16th and the 26th day of the
20 month during which the labor was performed, and that all wages earned by any person in any
21 employment between the 16th and the last day, inclusive, of any calendar month, other than those
22 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
23 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
24 the normal work period shall be paid no later than the payday for the next regular payroll period.

25 69. During the relevant time period, Defendants failed to pay Plaintiff and other non-
26 exempt all wages due to them within any time period specified by Labor Code § 204, including
27 earned and unpaid minimum, overtime, paid sick leave wages and meal and rest period premium
28 wages as discussed above.

70. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Class seek recovery of unpaid wages including interest thereon, statutory penalties including but not limited Labor Code § 210, and costs of suit, statutory penalties, attorneys' fees, and costs of suit.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
4. Upon the First Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
8. Upon the Fifth Cause of Action, for unreimbursed business expenses according to proof pursuant to Labor Code § 2802;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Class 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.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, 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: (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 and/or 225.5 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

1 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
2 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
3 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each
4 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
5 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
6 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and
7 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
8 Code for which no civil penalty is specifically provided;

9 11. Upon the Eighth Cause of Action, for unpaid minimum wages according to proof;

10 12. Upon the Ninth Cause of Action, for unpaid rest period premiums according to
11 proof;

12 13. Upon the Tenth Cause of Action, for unpaid paid sick leave wages according to
13 proof;

14 14. Upon the Eleventh Cause of Action, for statutory penalties according to proof
15 pursuant to Labor Code § 210;

16 15. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
17 and Civil Code §§ 3287 and 3289;

18 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
19 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

20 17. For such other and further relief, the Court may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a trial by jury on all claims.

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1 DATED: April 28, 2026

JUSTICE FOR WORKERS, P.C.

2
3 By:



4 William C. Sung

5 Tiffany L. Luu

6 Joseph C. Ramli

7 Attorneys for Plaintiff CAMILLE JONES