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**HERMINIA O. VITAL and RODOLFO M. CAPUYAN**

**FILED**
Superior Court of California
County of Los Angeles
10/15/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HERMINIA O. VITAL, an individual; and RODOLFO M. CAPUYAN, an individual,

Plaintiffs,

vs.

ARISE HOME HEALTH GROUP, INC., a California corporation; MICHELLE LABAO, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 26STCV29217

[Assigned for all purposes to Hon. Daniel S. Murphy, Dept.406]

FIRST AMENDED COMPLAINT FOR DAMAGES AND CIVIL PENALTIES

[Unlimited Civil Case – Amount Demanded Exceeds $35,000]

1. FAILURE TO PAY MINIMUM, OVERTIME AND DOUBLE-TIME WAGES;
2. FAILURE TO PROVIDE MEAL PERIODS;
3. FAILURE TO PROVIDE LAWFUL REST PERIODS OR PREMIUM PAY;
4. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS;
5. WAITING TIME PENALTIES;
6. AGE DISCRIMINATION IN VIOLATION OF FEHA;
7. HARASSMENT BASED ON AGE IN VIOLATION OF FEHA;
8. RETALIATION IN VIOLATION OF FEHA;
9. WHISTLEBLOWER RETALIATION;
10. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; AND
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LAB. CODE § 2698 ET SEQ.)

**DEMAND FOR JURY TRIAL**

Complaint Filed: September 15, 2026
Trial Date: None set

Plaintiffs HERMINIA VITAL and RODOLFO CAPUYAN ("Plaintiffs") hereby bring their First Amended Complaint, individually and, as to the Eleventh Cause of Action, in a representative capacity on behalf of the State of California and other aggrieved employees, for causes of action against each of the above-named Defendants and state and allege as follows:

## PARTIES

1. Plaintiff HERMINIA VITAL ("Plaintiff Vital") is, and at all relevant times was, an individual residing in the City of Carson, County of Los Angeles, California. At all relevant times, Plaintiff Vital was over the age of forty (40). Plaintiff Vital performed domestic care work and caregiving services within the State of California on behalf of Defendants.

2. Plaintiff RODOLFO CAPUYAN ("Plaintiff Capuyan") is, and at all relevant times was, an individual residing in the City of Carson, County of Los Angeles, California. At all relevant times, Plaintiff Capuyan was over the age of forty (40). Plaintiff Capuyan performed domestic care work and caregiving services within the State of California on behalf of Defendants.

3. Defendant ARISE HOME HEALTH GROUP, INC. ("Arise") is, and at all relevant times was, a California corporation maintaining its principal executive office and principal place of business at 18012 Pioneer Boulevard, Suite B, Artesia, California 90701, within the County of Los Angeles. On information and belief, Arise maintained and administered its corporate, personnel, payroll, and employment functions from and through its Los Angeles County office.

4. On information and belief, at all relevant times Arise regularly employed five or more persons and was an "employer" within the meaning of the California Fair Employment and Housing Act ("FEHA"), Government Code section 12926, subdivision (d).

5. Plaintiffs are informed and believe, and thereon allege, that Defendant MICHELLE LABAO ("Defendant Labao") is an individual resident of California and is the owner, operator, director, officer, and primary managing agent of Defendant Arise. Defendant Labao exercised day-to-day operational control over Plaintiffs' employment, including setting schedules, directing daily work assignments, establishing the flat pay architecture, distributing compensation, and executing the final termination decisions. A September 24, 2025 Statement of Information filed with the California Secretary of State identifies Labao as Arise's Chief Executive Officer, Chief Financial Officer, Secretary, and director.

6. Labao acted on behalf of Arise and personally participated in, authorized, directed, and/or caused the wage-and-hour practices alleged herein. To the extent provided by Labor Code section 558.1, Labao may be held liable as the employer for violations of applicable Industrial Welfare Commission wage orders and Labor Code sections including sections 203, 226, 226.7, and 1194 because she was an owner, director, officer, and/or managing agent who violated or caused the violations alleged herein.

7. At all relevant times, Defendants, and each of them, acted as employers, joint employers, agents, servants, managers, and/or persons acting on behalf of one another with respect to Plaintiffs' work. Defendants jointly participated in, authorized, directed, ratified, and/or knowingly failed to correct the unlawful wage-and-hour practices, harassment, and retaliation alleged herein.

8. Pursuant to the California Supreme Court's ruling in Martinez v. Combs, 49 Cal. 4th 35 (2010), to "employ" means to exercise control over wages, hours, or working conditions, to suffer or permit work, or to engage a worker in a common law employment relationship. Here, Defendants exercised concurrent, coordinated control over Plaintiffs' schedules, duties, and compensation, rendering them jointly and severally liable.

9. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when ascertained.

10. Plaintiffs are informed and believe, and thereon allege, that each of said fictitiously named Defendants are responsible in some manner for the acts, omissions and damages alleged in this Complaint.

11. Plaintiffs are informed and believe, and thereon allege, that at all times relevant, there existed such a unity of interest and ownership between Defendant ARISE and Defendant LABAO that the separate personalities of the entity and the individual did not exist.

12. Plaintiffs are informed and believe, and thereon allege, that individual Defendant LABAO exercised total dominance and control over the company to such an extent that Defendant ARISE was a mere shell, instrumentality, and conduit for her personal affairs.

13. Plaintiffs are informed and believe, and thereon allege, that Defendant ARISE was actively undercapitalized and that individual Defendant LABAO systematically commingled corporate funds and stripped the corporate entity of its assets for personal gain, intentionally leaving the corporation unable to meet its legal obligations to its employees.

14. An inequitable and unjust result would follow if the acts of Defendant ARISE were treated as those of the corporation alone, as it would permit the individual defendant to shield herself behind a corporate fiction to sanction a fraud, promote an injustice, and evade personal liability for intentional retaliation and wage theft.

15. Unless otherwise specified, Defendants ARISE, LABAO and DOES 1-50 will be collectively referred to as "Defendants".

## JURISDICTION AND VENUE

16. This Court has subject-matter jurisdiction because Plaintiffs seek damages and other relief in an amount exceeding the jurisdictional minimum for an unlimited civil action and assert claims arising under California law.

17. This Court has jurisdiction over this action because Defendant ARISE maintains continuous, substantial, and systematic physical operations within the State of California, acting as an employer at its facility located at 18012 Pioneer Blvd Suite B, Artesia, CA 90701. Furthermore, Defendant LABAO is a resident of the State of California, the tortious conduct and statutory violations alleged herein occurred within the State of California, and the amount

in controversy exceeds the jurisdictional minimum of the Unlimited Civil Division of this Court ($35,000.00), exclusive of interest and costs.

18. Venue is proper in the County of Los Angeles pursuant to Government Code section 12965, subdivision (c)(3), and Code of Civil Procedure section 395.5. Defendant ARISE HOME HEALTH GROUP, INC. maintains its principal executive office and principal place of business at 18012 Pioneer Boulevard, Suite B, Artesia, California 90701, within the County of Los Angeles. On information and belief, Defendants maintain and administer in Los Angeles County personnel, payroll, scheduling, compensation, and other employment records relevant to the unlawful employment practices alleged herein, and employment policies and practices applicable to Plaintiffs were administered through Defendant ARISE's Los Angeles County corporate office. Accordingly, Los Angeles County is a proper venue for Plaintiffs' FEHA and related employment claims.

19. Plaintiffs timely exhausted their administrative remedies under FEHA. On July 20, 2026, the California Civil Rights Department issued an immediate Notice of Case Closure and Right to Sue to Vital, CRD Matter No. 202607-36198915, and to Capuyan, CRD Matter No. 202607-36273720. Plaintiffs bring their FEHA claims within the time authorized by those notices.

20. Plaintiffs have satisfied the pre-filing notice requirements of Labor Code section 2699.3 for the Eleventh Cause of Action, as alleged in that cause of action below.

## ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

21. Defendants operated, owned, and controlled a residential care facility for the elderly known as "Arise Home 2" located at 23232 La Vaca Street, Lake Forest, California.

22. Arise hired Plaintiffs on or about February 23, 2026 to work as live-in caregivers at its Lake Forest residential care facility. Plaintiffs' employment and assignments ended on or about April 23, 2026.

23. Defendants scheduled Plaintiffs for approximately five 24-hour shifts per week. Available schedules and payment information reflect approximately forty-three 24-hour shifts for each Plaintiff during the relevant employment period.

24. Plaintiffs' duties included direct resident care and supervision as well as substantial facility and household work. Among other things, Plaintiffs cleaned and maintained the facility, swept, mopped, vacuumed, performed laundry, changed linens and bedsheets, prepared and cooked approximately three meals per day, assisted with patient paperwork and medications, cleaned wounds, changed diapers, watered plants, and responded to residents throughout the day and night.

25. Plaintiffs were nonexempt employees covered by Labor Code section 510 and Industrial Welfare Commission Wage Order No. 5. Plaintiffs were not exempt from the minimum-wage, overtime, meal-period, rest-period, and wage-statement protections alleged herein.

26. Throughout their employment, Plaintiffs worked recurring, continuous 24-hour live-in daily shifts. Plaintiffs were required to remain in the facility throughout the entirety of those consecutive 24-hour blocks and subject to Defendants' absolute operational control.

27. Throughout their employment, Defendants compensated Plaintiffs a flat, sub-minimum daily rate of $150.00 each per 24-hour shift. This flat daily rate did not lawfully compensate Plaintiffs for all hours worked and failed to include mandatory daily overtime and double-time premium rates.

28. Defendants failed to provide adequate, humane sleeping facilities. At first, Plaintiffs were required to sleep in the garage. Thereafter, Plaintiffs slept in the living room while remaining responsible for residents and subject to recurring overnight calls and interruptions.

29. Wage Order No. 5 defines the healthcare industry to include residential care facilities and provides that, for employees in the healthcare industry, "hours worked" is interpreted consistently with the Fair Labor Standards Act. Under 29 C.F.R. section 785.22, an employer may exclude a bona fide sleeping period during a duty period of 24 hours or more only if the required conditions are satisfied, including an express or implied agreement, adequate sleeping facilities, and the employee's ability usually to obtain uninterrupted sleep. Time spent

responding to calls to duty is compensable, and sufficiently extensive interruption makes the scheduled sleeping period compensable.

30. Plaintiffs did not knowingly enter into an agreement satisfying applicable law to exclude a regularly scheduled sleep period from compensable time. In any event, Defendants did not provide conditions permitting the wholesale exclusion of overnight time because Plaintiffs lacked adequate sleeping arrangements and were repeatedly interrupted to respond to residents.

31. Defendants did not provide Plaintiffs compliant meal periods. Defendants did not advise Plaintiffs they were entitled to meal breaks, did not provide Plaintiffs with an opportunity to take lawful meal breaks, and did not schedule Plaintiffs for meal breaks. Furthermore, because the facility was routinely understaffed, Plaintiffs were forced to remain on-duty throughout their shifts and as such, Plaintiffs were not fully relieved of duty or freed from employer control for lawful, uninterrupted, off-duty meal periods.

32. Defendants likewise failed to authorize and permit all compliant rest periods. Defendants did not advise Plaintiffs they were entitled to rest breaks, did not provide Plaintiffs with an opportunity to take lawful rest breaks, and did not schedule Plaintiffs for rest breaks. Furthermore, because the facility was routinely understaffed, Plaintiffs were forced to remain on-duty throughout their shifts and as such, Plaintiffs were not fully relieved of duty or freed from employer control for lawful, uninterrupted, off-duty rest periods.

33. Throughout their employment, Defendants knowingly and intentionally failed to provide Plaintiffs with itemized, written wage statements reflecting total hours worked, regular rates, premium rates, or legal deductions, instead paying them via electronic transfers without any accompanying written payroll documentation.

34. Plaintiffs were both substantially over age forty. During the employment relationship, Labao repeatedly made derogatory age-related statements to Plaintiffs, including telling Plaintiffs they were "too old" and questioning their physical capacity because of age.

35. Plaintiffs further allege that Defendants directed them to hide or remain out of sight when residents' family members visited, in whole or substantial part because Defendants

did not want family members to see older caregivers. Plaintiffs also allege that younger caregivers were treated more favorably, including with respect to work opportunities.

36. Plaintiffs engaged in protected activity by complaining to Defendant Labao regarding the flat-rate pay structure, the lack of overtime compensation, and the age-based comments, treatment, and directives. Plaintiffs reasonably believed the complained-of practices violated California wage-and-hour and antidiscrimination laws.

37. On or about April 23, 2026, shortly after Plaintiffs asserted these rights and made these complaints, Defendants told Plaintiffs not to report for further work and terminated their employment and assignments. Plaintiffs were qualified to perform their positions and had performed the work assigned to them.

38. Plaintiffs allege that their age was a substantial motivating reason for the adverse treatment and termination; that their opposition to age discrimination and harassment was a substantial motivating reason for the termination; and that their complaints regarding unpaid wages and overtime were a contributing reason for the termination.

39. At termination, Defendants did not pay Plaintiffs all earned and unpaid wages then due. The unpaid amounts included, according to proof, unpaid minimum wages, overtime and double-time compensation, and premium wages owed for noncompliant meal and rest periods. The nonpayment continued for at least thirty days.

## CLAIMS FOR RELIEF

## FIRST CAUSE OF ACTION

### FAILURE TO PAY MINIMUM, OVERTIME AND DOUBLE-TIME WAGES

(Lab. Code §§ 510, 1194, 1194.2, 1197, 1198)

(Against All Defendants and DOES 1 through 50, Inclusive)

40. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

41. Labor Code section 510 and Wage Order No. 5 generally require payment of one and one-half times an employee's regular rate of pay for compensable hours worked in excess of eight hours up to and including twelve hours in a workday, and double the employee's regular

rate for compensable hours worked in excess of twelve hours in a workday, subject to any legally valid alternative workweek or other statutory exception.

42. Pursuant to California Labor Code § 515(d)(1) and (d)(2), the payment of a fixed salary or flat daily rate to a non-exempt employee is deemed to provide compensation only for regular, non-overtime hours. Any private oral or written agreement to the contrary is completely void as a matter of law.

43. Plaintiffs were nonexempt employees. Defendants scheduled, suffered, and permitted Plaintiffs to work 24-hour shifts approximately five days per week while paying a flat amount of approximately $150 per shift and failing to separately pay all overtime and double-time compensation due for compensable hours worked.

44. Pursuant to Labor Code § 515(d), the flat daily rate of $150.00 compensated Plaintiffs only for the first eight (8) regular hours of work, establishing an enforceable regular rate of pay of $18.75 per hour ($150.00 ÷ 8 hours).

45. For each 24-hour shift worked, Defendants failed to pay Plaintiffs:

a. Four (4) hours of overtime premium pay at 1.5x the regular rate (an overtime rate of $28.13 per hour); and

b. Twelve (12) hours of double-time premium pay at 2.0x the regular rate (a double-time rate of $37.50 per hour).

46. Defendants failed to pay Plaintiffs the required overtime and double-time premium compensation for approximately forty three (43) shifts, resulting in unpaid premium wages of $562.50 per shift (($28.13 × 4) + ($37.50 × 12)), accumulating to a total of $24,187.50 in unpaid premium wages for EACH Plaintiff (a cumulative total of $48,375.00).

47. Defendants' systemic and willful failure to pay legally mandated daily overtime and double-time wages to Plaintiffs violates California Labor Code §§ 510, 1194, and 1198.

48. Because Defendants paid nothing for the sixteen (16) hours of each shift beyond the first eight, Defendants also failed to pay Plaintiffs at least the minimum wage for every hour worked, in violation of Labor Code sections 1182.12, 1194, and 1197 and Wage Order No. 5. In the alternative, to the extent Defendants contend that the flat $150.00 daily payment was

intended to compensate Plaintiffs for all 24 hours of each shift, Plaintiffs were paid an effective rate of approximately $6.25 per hour, far below the California minimum wage of $16.90 per hour in effect during 2026. Plaintiffs are entitled to recover the unpaid balance of the minimum wage for all hours worked, in an amount according to proof.

49. Pursuant to California Labor Code § 1194, Plaintiffs are entitled to recover the full amount of the unpaid minimum wages and overtime and double-time compensation, and reasonable attorneys' fees, expert witness fees, and costs of suit.

50. Pursuant to Labor Code section 1194.2, Plaintiffs are further entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

51. Plaintiffs are also entitled to prejudgment interest on all unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289.

52. Defendant Michelle Labao is individually liable for this cause of action pursuant to California Labor Code section 558.1 because, at all relevant times, she acted on behalf of Defendant Arise as an officer, director, owner, and/or managing agent and caused, directed, participated in, and/or facilitated the systematic non-payment of minimum, overtime, and double-time wages to Plaintiffs as alleged herein.

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512)

(Against All Defendants and Does 1 Through 50)

53. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

54. Labor Code sections 226.7 and 512 and Wage Order No. 5 require employers to provide meal periods in accordance with applicable law and require payment of one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period is not provided.

55. Under California law, an employer must completely relieve the employee of all duty, relinquish control over their activities, and permit them a reasonable opportunity to take uninterrupted 30-minute breaks. If the employer fails to provide a lawful, completely off-duty meal period, the employer must pay the employee one (1) additional hour of compensation at the employee's regular rate of pay for each workday that the meal period is not provided pursuant to California Labor Code § 226.7.

56. Throughout their employment, Defendants failed to provide Plaintiffs with lawful, off-duty meal periods.

57. On information and belief, Plaintiffs did not voluntarily execute legally valid written agreements waiving meal periods or authorizing on-duty meal periods in conformity with Labor Code section 512 and the applicable Wage Order.

58. Defendants' failure to provide Plaintiffs with lawful off-duty meal periods or to pay the mandatory premium compensation violates California Labor Code §§ 226.7 and 512.

59. Pursuant to California Labor Code § 226.7, Plaintiffs are entitled to recover one (1) additional hour of pay at their applicable regular hourly rate of $18.75 for each workday a compliant meal period was denied, plus prejudgment interest pursuant to Labor Code § 218.6, reasonable attorneys' fees, and costs of suit.

60. As established by California Labor Code § 515(d), Plaintiffs' regular rate of pay was $18.75 per hour ($150.00 flat daily rate ÷ 8 regular hours). Defendants knowingly, intentionally, and willfully failed to pay Plaintiffs any meal period premium compensation for a total of approximately forty-three (43) shifts, resulting in unpaid meal premiums of $806.25 for EACH individual Plaintiff (amounting to a joint total of $1,612.50).

61. Defendant Michelle Labao is individually liable for this cause of action pursuant to California Labor Code section 558.1 because, at all relevant times, she acted on behalf of Defendant Arise as an officer, director, owner, and/or managing agent and caused, directed, participated in, and/or facilitated the systematic denial of statutory meal periods and the corresponding non-payment of meal premiums to Plaintiffs as alleged herein.

**THIRD CAUSE OF ACTION**

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

(Lab. Code § 226.7)

(Against All Defendants and DOES 1 through 50, Inclusive)

62. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

63. Labor Code section 226.7 and Wage Order No. 5 require an employer to authorize and permit paid rest periods based on total daily hours worked and require payment of one additional hour of pay at the employee's regular rate of compensation for each workday on which compliant rest periods are not provided.

64. Throughout their employment, Defendants failed to provide Plaintiffs with lawful, off-duty rest periods.

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

66. Pursuant to California Labor Code § 226.7, Plaintiffs are entitled to recover one (1) additional hour of pay at their applicable regular hourly rate of $18.75 for each workday a compliant rest period was denied, plus prejudgment interest pursuant to Labor Code § 218.6, reasonable attorneys' fees, and costs of suit.

67. As established by California Labor Code § 515(d), Plaintiffs' regular rate of pay was $18.75 per hour ($150.00 flat daily rate ÷ 8 regular hours). Defendants knowingly, intentionally, and willfully failed to pay Plaintiffs any rest period premium compensation for a total of approximately forty-three (43) shifts, resulting in unpaid rest premiums of $806.25 for EACH individual Plaintiff (amounting to a joint total of $1,612.50).

68. Defendant Michelle Labao is individually liable for this cause of action pursuant to California Labor Code section 558.1 because, at all relevant times, she acted on behalf of Defendant Arise as an officer, director, owner, and/or managing agent and caused, directed, participated in, and/or facilitated the systematic denial of statutory rest periods and the corresponding non-payment of rest premiums to Plaintiffs as alleged herein.

**FOURTH CAUSE OF ACTION**

**FAILURE TO FURNISH WAGE STATEMENTS**

(Lab. Code § 226)

(Against All Defendants and DOES 1 through 50, Inclusive)

69. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

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

71. Throughout Plaintiffs' employment, Defendants knowingly and intentionally failed to provide Plaintiffs with any itemized wage statements whatsoever at the time of wage payments.

72. Defendants paid Plaintiffs flat rates via electronic transfers without accompanying written or electronic documentation detailing total hours worked, regular rates, overtime premium rates, double-time premium rates, or legal statutory deductions.

73. Plaintiffs suffered injury because the omissions prevented them from promptly and easily determining the wages due and required them to reconstruct their hours, rates, and compensation from schedules, electronic payment records, and other evidence.

74. Pursuant to California Labor Code § 226(e), an employee suffering injury as a result of a knowing and intentional failure to provide a compliant wage statement is entitled to recover the greater of all actual damages or a statutory penalty of fifty dollars ($50.00) for the initial pay period violation, and one hundred dollars ($100.00) per employee for each subsequent

pay period violation, up to an aggregate maximum penalty of four thousand dollars ($4,000.00) per employee.

75. Based on the weekly pay structure, the calculation under Labor Code § 226(e) for each Plaintiff is as follows:

a. Initial Pay Period Violation: 1 violation × $50.00 = $50.00

b. Subsequent Pay Period Violations: 8 violations × $100.00 = $800.00

c. Total Section 226(e) Penalty: $850.00 for EACH individual Plaintiff (accumulating to a joint total of $1,700.00).

Furthermore, California Labor Code § 226.3 mandates that any employer who violates Labor Code § 226(a) shall be subject to civil penalties of two hundred fifty dollars ($250.00) per employee for the first violation, and one thousand dollars ($1,000.00) per employee for each subsequent violation.

Based on the weekly pay structure, the calculation for civil penalties under Labor Code § 226.3 for each Plaintiff is as follows:

Initial Pay Period Record Violation: 1 violation × $250.00 = $250.00

Subsequent Pay Period Record Violations: 8 violations × $1,000.00 = $8,000.00

Total Section 226.3 Civil Penalty: $8,250.00 for EACH individual Plaintiff (accumulating to a joint total of $16,500.00).

76. Civil penalties under Labor Code section 226.3 are recoverable through the Private Attorneys General Act. Plaintiffs seek those penalties, on behalf of themselves, the State of California, and other aggrieved employees, in the Eleventh Cause of Action below.

77. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiffs are entitled to recover these statutory penalties against all Defendants, plus reasonable attorneys' fees, legal disbursements, and costs of suit.

78. Defendant Michelle Labao is individually liable for this cause of action pursuant to California Labor Code section 558.1 because, at all relevant times, she acted on behalf of Defendant Arise as an officer, director, owner, and/or managing agent and caused, directed,

participated in, and/or facilitated the systematic failure to furnish accurate itemized wage statements to Plaintiffs as alleged herein.

**FIFTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

(Lab. Code §§ 201, 203)

(Against All Defendants and DOES 1 through 50, Inclusive)

79. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

80. Labor Code section 201 requires an employer that discharges an employee to pay all earned and unpaid wages immediately. Labor Code section 203 provides a continuing-wage penalty, for up to thirty days, when the employer willfully fails to pay wages due at separation.

81. Under California law, unpaid minimum wages, unpaid daily overtime wages, double-time wages, meal period premium wages, and rest period premium wages constitute earned, unpaid "wages" that must be paid to the employee immediately upon separation.

82. Plaintiffs' employment ended on or about April 23, 2026.

83. At termination, Defendants willfully failed to pay all earned wages then due, including unpaid minimum wages, overtime premiums, double-time premiums, and missed meal and rest break premium compensation.

84. Pursuant to California law and the factual architecture of Plaintiffs' 24-hour daily continuous shifts, each individual Plaintiff's regular daily wage rate for computing Section 203 penalties is exactly $712.50 per day, calculated precisely as follows:

a. Regular Time Hours: 8 regular hours × $18.75/hour = $150.00

b. Overtime Hours (1.5x): 4 overtime hours × $28.13/hour = $112.50

c. Double-Time Hours (2.0x): 12 double-time hours × $37.50/hour = $450.00

d. Total Calculated Daily Wage Rate: $150.00 + $112.50 + $450.00 = $712.50

85. Because Defendants' willful failure to pay Plaintiffs' final wages has continued for a period vastly exceeding thirty (30) days from their termination date of April 23, 2026, Plaintiffs are entitled to recover the absolute maximum statutory penalty of thirty (30) days of pay under Labor Code § 203.

86. Based on the foregoing, Plaintiffs seek statutory waiting time penalties pursuant to California Labor Code § 203 in the exact amount of $21,375.00 for EACH individual Plaintiff (30 days × $712.50 regular daily wage rate), accumulating to a joint penalty total of $42,750.00.

87. Pursuant to California Labor Code §§ 203 and 218.5, Plaintiffs are entitled to recover these final statutory waiting time penalties against all Defendants, jointly, severally, and individually, alongside prejudgment interest pursuant to Labor Code § 218.6, reasonable attorneys' fees, and costs of suit.

88. Defendant Michelle Labao is individually liable for this cause of action pursuant to California Labor Code section 558.1 because Section 558.1(a) explicitly mandates that an owner, director, officer, or managing agent who violates or causes to be violated Section 203 may be held personally liable as the employer for such violation. At all relevant times, Defendant Labao acted on behalf of Defendant Arise and willfully caused, directed, participated in, and facilitated the total withholding of Plaintiffs' final wages.

## SIXTH CAUSE OF ACTION

## AGE DISCRIMINATION IN VIOLATION OF FEHA

(Gov. Code § 12940(a))

(Against ARISE HOME HEALTH GROUP, INC. and DOES 1-50, alleged as employers)

89. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

90. At all relevant times, the California Fair Employment and Housing Act (FEHA), Government Code § 12940(a), makes it an unlawful business practice for an employer to discriminate against an employee in compensation or in terms, conditions, or privileges of employment because of the employee's age (over 40).

91. At all relevant times, ARISE was an employer covered by FEHA and Plaintiffs were employees protected by FEHA because they were age 40 or older.

92. Arise subjected Plaintiffs to adverse employment actions, including less favorable treatment in working conditions and assignments and the termination of their employment on or about April 23, 2026.

93. Plaintiffs' age was a substantial motivating reason for the adverse actions. Among other facts supporting discriminatory motive, management repeatedly made age-based remarks, favored younger caregivers, and directed Plaintiffs to conceal themselves from residents' family members because of their age.

94. As a direct and proximate result of Defendants' unlawful age discrimination and discriminatory termination, Plaintiffs have suffered, and continue to suffer, economic damages. Plaintiffs have sustained past and future lost earnings, back pay, front pay, and lost employment benefits in an amount to be proven at trial, which each Plaintiff presently estimates as follows:

a. Back Pay: Before their termination, each Plaintiff was scheduled for approximately five 24-hour shifts per week. Had Defendants paid all wages lawfully due, each Plaintiff would have earned $712.50 per shift (see paragraph 84 above), or $3,562.50 per week. From April 24, 2026, through October 15, 2026 (25 weeks, or approximately 125 shifts), each Plaintiff lost not less than $89,062.50 in back pay (125 shifts × $712.50), and such losses continue to accrue at the rate of $3,562.50 per week through the date of trial;

b. Front Pay: Given Plaintiffs' ages and the difficulty older live-in caregivers face in securing comparable employment, each Plaintiff will lose not less than [twelve (12) months] of future earnings, or $185,250.00 (52 weeks × 5 shifts × $712.50); and

c. Total Economic Damages: Not less than $274,312.50 for EACH Plaintiff (a joint total of not less than $548,625.00), before any offset for interim earnings and according to proof at trial.

95. As a further direct and proximate result of Defendants' discriminatory conduct, Plaintiffs have suffered mental and emotional distress and other noneconomic harm, including humiliation and distress arising from being told they were "too old," being directed to hide from

residents' families, and being abruptly terminated**,** in an amount to be proven at trial, which each Plaintiff presently estimates at not less than $500,000.

96. Defendants' discriminatory acts were carried out by managing agent Michelle Labao in a despicable, oppressive, fraudulent, and malicious manner with a conscious disregard for Plaintiffs' civil rights, thereby justifying an award of punitive and exemplary damages under California Civil Code § 3294.

97. Pursuant to California Government Code § 12965, subdivision (c)(6), Plaintiffs are entitled to recover reasonable attorneys' fees, expert witness fees, legal disbursements, and all costs of suit incurred to prosecute this action.

**SEVENTH CAUSE OF ACTION**

**HARASSMENT BASED ON AGE IN VIOLATION OF FEHA**

(Gov. Code § 12940(j))

(Against All Defendants and DOES 1 through 50, Inclusive)

98. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

99. The California Fair Employment and Housing Act (FEHA), Government Code § 12940(j), prohibits an employer, joint employer, or managing agent from creating, permitting, or subjecting employees to a hostile, intimidating, offensive, or oppressive work environment based on their age (over 40). Under Government Code section 12940, subdivision (j)(3), an employee of an entity subject to FEHA, including Defendant Labao, is personally liable for harassment that the employee perpetrates.

100. During Plaintiffs' employment, Labao and/or other management personnel repeatedly subjected Plaintiffs to age-based verbal and situational harassment, including statements that Plaintiffs were "too old," disparaging comments concerning their age-related physical abilities, and directives that Plaintiffs hide or remain out of sight when residents' family members visited because of their age.

101. The age-based remarks and humiliating directives, considered together and in the context of Plaintiffs' working conditions, were sufficiently severe or pervasive to alter the

conditions of employment and create a hostile, intimidating, offensive, and abusive work environment for Plaintiffs.

102. As a direct and proximate result of Defendants' unlawful harassment, Plaintiffs have suffered, and continue to suffer, economic damages. Plaintiffs have sustained past and future lost earnings, back pay, front pay, and lost employment benefits in an amount to be proven at trial, which each Plaintiff presently estimates as follows:

a. Back Pay: Before their termination, each Plaintiff was scheduled for approximately five 24-hour shifts per week. Had Defendants paid all wages lawfully due, each Plaintiff would have earned $712.50 per shift (see paragraph 84 above), or $3,562.50 per week. From April 24, 2026, through October 15, 2026 (25 weeks, or approximately 125 shifts), each Plaintiff lost not less than $89,062.50 in back pay (125 shifts × $712.50), and such losses continue to accrue at the rate of $3,562.50 per week through the date of trial;

b. Front Pay: Given Plaintiffs' ages and the difficulty older live-in caregivers face in securing comparable employment, each Plaintiff will lose not less than [twelve (12) months] of future earnings, or $185,250.00 (52 weeks × 5 shifts × $712.50); and

c. Total Economic Damages: Not less than $274,312.50 for EACH Plaintiff (a joint total of not less than $548,625.00), before any offset for interim earnings and according to proof at trial.

103. As a further direct and proximate result of Defendants' discriminatory conduct, Plaintiffs have suffered mental and emotional distress and other noneconomic harm, including humiliation and distress arising from being told they were "too old," being directed to hide from residents' families, and being abruptly terminated, in an amount to be proven at trial, which each Plaintiff presently estimates at not less than $500,000.

103. Defendants' harassing actions were carried out by managing agent Michelle Labao in a despicable, oppressive, fraudulent, and malicious manner with a conscious disregard for Plaintiffs' civil rights, thereby justifying an award of punitive and exemplary damages under California Civil Code § 3294.

104. Pursuant to California Government Code § 12965, subdivision (c)(6), Plaintiffs are entitled to recover reasonable attorneys' fees, expert witness fees, legal disbursements, and all costs of suit incurred to prosecute this action.

**EIGHTH CAUSE OF ACTION**

**RETALIATION IN VIOLATION OF FEHA**

(Gov. Code § 12940(h))

AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

105. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

106. At all relevant times, Arise was an employer within the meaning of Government Code section 12926, subdivision (d), and Plaintiffs were its employees.

107. FEHA, Government Code section 12940, subdivision (h), also prohibits an employer from discharging or otherwise discriminating against an employee because the employee opposed practices forbidden by FEHA.

108. At all relevant times, Plaintiffs Herminia Vital (aged 71) and Rodolfo Capuyan (aged 73) were individuals over the age of forty (40) years old, placing them squarely within the protected class of employees shielded from discriminatory discharge under California law.

109. Plaintiffs engaged in protected activity by complaining about and opposing age-based comments, disparate treatment, harassment, and directives they reasonably believed were discriminatory because of age.

110. Arise thereafter subjected Plaintiffs to adverse employment actions, including denying further work opportunities and terminating their employment on or about April 23, 2026.

111. Plaintiffs' protected opposition to age discrimination and harassment was a substantial motivating reason for the adverse actions.

112. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have suffered, and continue to suffer, economic damages. Plaintiffs have sustained past and future

lost earnings, back pay, front pay, and lost employment benefits in an amount to be proven at trial, which each Plaintiff presently estimates as follows:

a. Back Pay: Before their termination, each Plaintiff was scheduled for approximately five 24-hour shifts per week. Had Defendants paid all wages lawfully due, each Plaintiff would have earned $712.50 per shift (see paragraph 84 above), or $3,562.50 per week. From April 24, 2026, through October 15, 2026 (25 weeks, or approximately 125 shifts), each Plaintiff lost not less than $89,062.50 in back pay (125 shifts × $712.50), and such losses continue to accrue at the rate of $3,562.50 per week through the date of trial;

b. Front Pay: Given Plaintiffs' ages and the difficulty older live-in caregivers face in securing comparable employment, each Plaintiff will lose not less than [twelve (12) months] of future earnings, or $185,250.00 (52 weeks × 5 shifts × $712.50); and

c. Total Economic Damages: Not less than $274,312.50 for EACH Plaintiff (a joint total of not less than $548,625.00), before any offset for interim earnings and according to proof at trial.

113. As a further direct and proximate result of Defendants' conduct, Plaintiffs have suffered mental and emotional distress and other noneconomic harm, including humiliation and distress arising from being told they were "too old," being directed to hide from residents' families, and being abruptly terminated**,** in an amount to be proven at trial, which each Plaintiff presently estimates at not less than $500,000.

114. Defendants' acts were carried out by managing agent Michelle Labao in a despicable, oppressive, fraudulent, and malicious manner with a conscious disregard for Plaintiffs' civil rights, thereby justifying an award of punitive and exemplary damages under California Civil Code § 3294.

115. Pursuant to California Government Code § 12965, subdivision (c)(6), Plaintiffs are entitled to recover reasonable attorneys' fees, expert witness fees, legal disbursements, and all costs of suit incurred to prosecute this action.

**NINTH CAUSE OF ACTION**

**WHISTLEBLOWER RETALIATION**

(Lab. Code §§ 98.6, 1102.5)

AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

116. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

117. California Labor Code § 98.6 strictly prohibits any person from discharging or discriminating against any employee because the employee engaged in protected activity, including making an internal or external complaint to the employer that the employee is owed unpaid regular wages or overtime compensation.

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

119. This cause of action is asserted against Defendant Labao as a person who discharged Plaintiffs within the meaning of Labor Code section 98.6 and as a person acting on behalf of Arise within the meaning of Labor Code section 1102.5, subdivision (b).

120. During the course of the employment relationship, Plaintiffs engaged in protected statutory activities by protesting to Defendant Labao regarding wage violations and discriminatory treatment.

121. At the time of making these complaints, Plaintiffs possessed a reasonable, good-faith belief that Defendants' instructions and pay structures violated explicit California statutory mandates, including civil rights protections under the Government Code and wage thresholds under the Labor Code.

122. Shortly after the protected complaints, Arise terminated Plaintiffs' employment and denied them further work. Plaintiffs allege their protected complaints and disclosures were a contributing reason for the termination and adverse action.

123. Because Plaintiffs' termination occurred within 90 days after their complaints that they were owed unpaid wages, a rebuttable presumption of retaliation arises under Labor Code section 98.6, subdivision (b)(1). Plaintiffs also invoke the burden-shifting framework of Labor Code section 1102.6.

124. As a direct and proximate result of Defendants' unlawful retaliation and sudden termination, Plaintiffs have suffered, and continue to suffer, economic damages. Plaintiffs have sustained past and future lost earnings, back pay, front pay, and lost employment benefits in an amount to be proven at trial, which each Plaintiff presently estimates as follows:

a. Back Pay: Before their termination, each Plaintiff was scheduled for approximately five 24-hour shifts per week. Had Defendants paid all wages lawfully due, each Plaintiff would have earned $712.50 per shift (see paragraph 84 above), or $3,562.50 per week. From April 24, 2026, through October 15, 2026 (25 weeks, or approximately 125 shifts), each Plaintiff lost not less than $89,062.50 in back pay (125 shifts × $712.50), and such losses continue to accrue at the rate of $3,562.50 per week through the date of trial;

b. Front Pay: Given Plaintiffs' ages and the difficulty older live-in caregivers face in securing comparable employment, each Plaintiff will lose not less than [twelve (12) months] of future earnings, or $185,250.00 (52 weeks × 5 shifts × $712.50); and

c. Total Economic Damages: Not less than $274,312.50 for EACH Plaintiff (a joint total of not less than $548,625.00), before any offset for interim earnings and according to proof at trial.

125. As a further direct and proximate result of Defendants' conduct, Plaintiffs have suffered mental and emotional distress and other noneconomic harm, including humiliation and distress arising from being told they were "too old," being directed to hide from residents' families, and being abruptly terminated**,** in an amount to be proven at trial, which each Plaintiff presently estimates at not less than $500,000.

126. Defendants' retaliatory actions were carried out by managing agent Michelle Labao in a despicable, oppressive, fraudulent, and malicious manner with the conscious intent

to punish vulnerable employees, thereby entitling Plaintiffs to recover punitive and exemplary damages under California Civil Code § 3294.

127. Pursuant to California Labor Code § 98.6(b)(3) and § 1102.5(f), Defendants are subject to statutory civil penalties of up to ten thousand dollars ($10,000.00) per violation, payable directly to each Plaintiff, alongside reasonable attorneys' fees and costs of suit under Labor Code § 1102.5(j).

## TENTH CAUSE OF ACTION

## WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 50

128. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

129. At all relevant times, an employer's right to terminate an employee is strictly limited by fundamental, substantial, and firmly rooted public policies established in the statutory and constitutional provisions of the State of California.

130. The statutory framework governing the California Fair Employment and Housing Act (FEHA), Government Code § 12940 et seq., and the California Labor Code, including Sections 98.6, 201-203, 226, 226.7, 510, 512, 1102.5, and 1194, reflects fundamental and substantial public policies designed to protect the health, safety, civil rights, and economic well-being of the state's workforce, and specifically to shield older, vulnerable workers from wage exploitation and age-based discrimination.

131. Arise terminated Plaintiffs in violation of these fundamental public policies because age, protected opposition to age discrimination and harassment, and/or protected wage complaints and disclosures were substantial or contributing reasons for the termination, as applicable to the underlying public policy.

132. As a direct and proximate result of Defendants' unlawful retaliation and sudden termination, Plaintiffs have suffered, and continue to suffer, economic damages. Plaintiffs have sustained past and future lost earnings, back pay, front pay, and lost employment benefits in an amount to be proven at trial, which each Plaintiff presently estimates as follows:

a. Back Pay: Before their termination, each Plaintiff was scheduled for approximately five 24-hour shifts per week. Had Defendants paid all wages lawfully due, each Plaintiff would have earned $712.50 per shift (see paragraph 84 above), or $3,562.50 per week. From April 24, 2026, through October 15, 2026 (25 weeks, or approximately 125 shifts), each Plaintiff lost not less than $89,062.50 in back pay (125 shifts × $712.50), and such losses continue to accrue at the rate of $3,562.50 per week through the date of trial;

b. Front Pay: Given Plaintiffs' ages and the difficulty older live-in caregivers face in securing comparable employment, each Plaintiff will lose not less than [twelve (12) months] of future earnings, or $185,250.00 (52 weeks × 5 shifts × $712.50); and

c. Total Economic Damages: Not less than $274,312.50 for EACH Plaintiff (a joint total of not less than $548,625.00), before any offset for interim earnings and according to proof at trial.

133. As a further direct and proximate result of Defendants' conduct, Plaintiffs have suffered mental and emotional distress and other noneconomic harm, including humiliation and distress arising from being told they were "too old," being directed to hide from residents' families, and being abruptly terminated**,** in an amount to be proven at trial, which each Plaintiff presently estimates at not less than $500,000.

134. Defendants' retaliatory actions were carried out by managing agent Michelle Labao in a despicable, oppressive, fraudulent, and malicious manner with the conscious intent to punish vulnerable employees, thereby entitling Plaintiffs to recover punitive and exemplary damages under California Civil Code § 3294.

135, Pursuant to California Labor Code § 98.6(b)(3) and § 1102.5(f), Defendants are subject to statutory civil penalties of up to ten thousand dollars ($10,000.00) per violation, payable directly to each Plaintiff, alongside reasonable attorneys' fees and costs of suit under Government Code § 12965 and Labor Code § 1102.5(j).

**ELEVENTH CAUSE OF ACTION**

**CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

(Lab. Code § 2698 et seq.)

(By Plaintiffs in a Representative Capacity Against All Defendants and DOES 1 through 50, Inclusive)

136. Plaintiffs reallege and incorporate all preceding paragraphs as though fully set forth here.

137. The Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), authorizes an aggrieved employee to bring a civil action to recover civil penalties for violations of the Labor Code on behalf of the employee, other current or former employees, and the State of California.

138. Plaintiffs are "aggrieved employees" within the meaning of Labor Code section 2699, subdivision (c). Plaintiffs were employed by Arise from approximately February 23, 2026, through April 23, 2026, and each Plaintiff personally suffered each of the violations alleged in this cause of action within the period prescribed by Code of Civil Procedure section 340.

139. Plaintiffs bring this cause of action as proxies and agents of the Labor and Workforce Development Agency ("LWDA"), on behalf of themselves, the State of California, and all other current and former non-exempt caregivers employed by Defendants in California at any time from August 3, 2025, through the date of judgment (the "PAGA Period") against whom one or more of the same violations was committed (the "Aggrieved Employees"). This cause of action is a representative action for civil penalties, not a class action, and class certification is not required. (Arias v. Superior Court (2009) 46 Cal.4th 969.)

140. On August 3, 2026, Plaintiffs gave written notice by online filing with the LWDA, accompanied by the required filing fee, and by certified mail to Defendants Arise and Labao, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories supporting each alleged violation, as required by Labor Code section 2699.3, subdivision (a)(1) (LWDA Case No. LWDA-CM-1195168-26).

141. The LWDA did not provide notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of Plaintiffs' notice. Plaintiffs have therefore satisfied all administrative prerequisites to bringing this cause of action, and Plaintiffs amend their complaint as a matter of right to add this cause of action pursuant to Labor Code section 2699.3, subdivision (a)(2)(C).

141. During the PAGA Period, Defendants committed the following violations against Plaintiffs and the other Aggrieved Employees:

a. Failure to pay minimum wages, overtime, and double-time wages for all hours worked, in violation of Labor Code sections 510, 1182.12, 1194, 1197, and 1198 and Wage Order No. 5;

b. Failure to provide compliant meal periods or pay meal period premiums, in violation of Labor Code sections 226.7 and 512 and Wage Order No. 5;

c. Failure to authorize and permit compliant rest periods or pay rest period premiums, in violation of Labor Code section 226.7 and Wage Order No. 5;

d. Failure to furnish accurate itemized wage statements, in violation of Labor Code section 226, subdivision (a);

e. Failure to maintain accurate payroll and time records, in violation of Labor Code section 1174, subdivision (d), and Wage Order No. 5; and

f. Failure to timely pay all wages due upon discharge or resignation, in violation of Labor Code sections 201, 202, and 203.

142. On information and belief, Defendants applied the same flat daily rate, continuous 24-hour live-in scheduling, understaffing, Zelle payment, and recordkeeping practices to all non-exempt caregivers at the Arise Home 2 facility and at Defendants' other California locations. Each violation committed against Plaintiffs was therefore also committed against the other Aggrieved Employees.

143. Plaintiffs seek, on behalf of themselves, the State of California, and the other Aggrieved Employees, all civil penalties recoverable under PAGA, including the civil penalties provided by Labor Code section 2699, subdivision (f), for violations for which no civil penalty is specifically provided, and the civil penalties specifically provided by Labor Code sections 210, 226.3, 558, 1174.5, and 1197.1, in amounts according to proof and subject to the limits of Labor Code section 2699. Because Defendants' violations were malicious, fraudulent, or oppressive, Plaintiffs seek the enhanced civil penalty that section 2699 authorizes for such violations.

144. Civil penalties recovered under PAGA are to be distributed 65 percent to the LWDA and 35 percent to the Aggrieved Employees, as provided by Labor Code section 2699.

145. Defendant Labao is individually liable for civil penalties arising from violations of the applicable wage order and Labor Code sections 203, 226, and 1194, among others, pursuant to Labor Code section 558.1, because she was an owner, director, officer, and managing agent of Arise who violated or caused those violations. (Atempa v. Pedrazzani (2018) 27 Cal.App.5th 809.)

146. Pursuant to Labor Code section 2699, Plaintiffs are entitled to recover reasonable attorneys' fees and costs incurred in prosecuting this cause of action.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs HERMINIA O. VITAL and RODOLFO M. CAPUYAN pray for judgment against Defendants, and each of them, jointly, severally, and individually, as permitted by law, as follows:

1. For back pay, unpaid regular wages, and premium compensation for all unpaid daily overtime and double-time hours worked, pursuant to California Labor Code §§ 510, 1194, and 1198, in the amount of $24,187.50 for Plaintiff Vital and $24,187.50 for Plaintiff Capuyan, according to proof at trial;

2. For unpaid minimum wages, pursuant to California Labor Code §§ 1194 and 1197, according to proof at trial;

3. For mandatory liquidated damages in an amount equal to the unpaid minimum wages and interest thereon, pursuant to California Labor Code § 1194.2;

4. For unpaid statutory meal period premium compensation consisting of one additional hour of pay at each Plaintiff's regular hourly rate for each workday a compliant, duty-free meal period was not provided, pursuant to California Labor Code §§ 226.7 and 512, in the amount of $806.25 for Plaintiff Vital and $806.25 for Plaintiff Capuyan;

5. For unpaid statutory rest period premium compensation consisting of one additional hour of pay at each Plaintiff's regular hourly rate for each workday a compliant, duty-free rest period was not authorized or permitted, pursuant to California Labor Code § 226.7, in the amount of $806.25 for Plaintiff Vital and $806.25 for Plaintiff Capuyan;

6. For statutory penalties resulting from Defendants' knowing and intentional failure to provide accurate itemized wage statements, pursuant to California Labor Code § 226(e), in the calculated amount of $850.00 for Plaintiff Vital and $850.00 for Plaintiff Capuyan;

7. For waiting time penalties for the willful withholding of final separation distributions, calculated at each Plaintiff's continuous daily shift wage rate up to the 30-day maximum, pursuant to California Labor Code § 203, in the exact amount of $21,375.00 for Plaintiff Vital (30 days × $712.50/day) and $21,375.00 for Plaintiff Capuyan (30 days × $712.50/day);

8. For general, special, compensatory, and tort damages including past lost earnings (back pay), future lost earnings (front pay), medical expenses, and lost employment benefits, in an amount according to proof at trial, but not less than $274,312.50 for Plaintiff Vital and $274,312.50 for Plaintiff Capuyan, consisting of (a) back pay of not less than $89,062.50 each through October 15, 2026, continuing to accrue at $3,562.50 per week through the date of trial, and (b) front pay of not less than $185,250.00 each, before any offset for interim earnings;

9. For compensatory damages for mental and emotional distress, in an amount according to proof at trial, but not less than $500,000.00 for Plaintiff Vital and $500,000.00 for Plaintiff Capuyan;

10. For statutory whistleblower civil penalties payable directly to each employee, pursuant to California Labor Code §§ 98.6(b)(3) and 1102.5(f), in an amount up to $10,000.00 per violation, per Plaintiff;

11. For punitive and exemplary damages on the Sixth through Tenth Causes of Action, pursuant to California Civil Code § 3294, in an amount according to proof at trial;

12. On the Eleventh Cause of Action, for civil penalties under the Private Attorneys General Act, Labor Code section 2698 et seq., including penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, subdivision (f), on behalf of Plaintiffs, the State of California, and the Aggrieved Employees, in an amount according to proof, to be distributed as provided by Labor Code section 2699;

13. For reasonable attorneys' fees, expert witness fees, legal disbursements, and all costs of suit incurred herein, pursuant to California Labor Code §§ 218.5, 226(e), 1194, 1102.5(j), and 2699, and California Government Code § 12965, subdivision (c)(6);

14. For prejudgment interest on all unpaid wages, premium balances, and restitution items from the exact date due until paid, pursuant to California Labor Code § 218.6 and California Civil Code §§ 3287 and 3289; and

15. For such other, further, or alternative relief as the Court deems just, equitable, and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on all claims so triable as provided by § 631 of the California Code of Civil Procedure.

Dated: October 15, 2026

**LAW OFFICES OF MORRIS NAZARIAN, APC**

By: Morris Nazarian
Morris Nazarian, Esq.
Attorney for Plaintiffs
**HERMINIA O. VITAL and**
**RODOLFO M. CAPUYAN**