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and IVAN LUU

FILED
Superior Court of California
County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANCISCO SOLANO, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

IHEALTH MANUFACTURING INC., a
California corporation; A1PLATINUM
STAFFING LLC, a California limited liability
company; and DOES 1 through 50,

Defendants.

Case No.: 24STCV13165

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiffs FRANCISCO SOLANO and IVAN LUU (“Plaintiffs”), on behalf of themselves and all others similarly situated, hereby bring this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants IHEALTH MANUFACTURING INC., a California corporation; A1PLATINUM STAFFING LLC, a California limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage Order 7”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

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

PARTIES

3. Plaintiffs are, and at all times relevant herein were, individuals over the age of eighteen (18) and are California residents. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs were, and are, victims of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,

1 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Order 7.

2 4. Plaintiffs are informed and believe, and based thereon allege, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other,
5 similarly-situated non-exempt employees within Los Angeles County, and the State of California
6 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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

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

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

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

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

4 **FACTUAL ALLEGATIONS**

5 10. Defendant iHealth own and operate a distribution center for COVID testing kits in
6 Irwindale, California. Defendant A1 is a staffing agency. Defendant iHealth employed Plaintiffs
7 Solano via Defendant A1 as an hourly-paid, non-exempt employee from approximately November
8 2023 to approximately May 2024 as a laborer. Defendant iHealth directly employed Plaintiffs Luu
9 as an hourly-paid, non-exempt employee from approximately October 2022 to March 7, 2024 as a
10 laborer.

11 11. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
12 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
13 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
14 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
15 and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before
16 their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,
17 including pre-shift mandatory COVID tests, and failed to compensate employees for this time.
18 Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all
19 non-discretionary remuneration into the regular rate of pay. As a result, Plaintiffs and other non-
20 exempt employees were not compensated for all earned minimum and overtime wages.

21 12. Defendants failed to provide Plaintiffs and other non-exempt employees with all
22 legally compliant meal periods due to Defendants' meal period policies/practices, which have
23 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
24 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
25 employees were not able to take their legally compliant meal breaks due to work demands imposed
26 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiffs'
27 and other non-exempt employees' hours worked, including accurate time records showing when
28 employees take their meal periods. On those occasions when Plaintiffs and other non-exempt

1 employees were not provided with all legally compliant meal periods to which they were entitled,
2 Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal
3 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
4 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
5 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
6 compliant meal period was not provided to their non-exempt employees.

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

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

25 15. Additionally, Defendants required Plaintiffs and other non-exempt employees to use
26 the WeChat application on their cellphones to communicate about work. Despite requiring
27 employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiffs and
28 other non-exempt employees for the cost of these expenses.

1 **CLASS ACTION ALLEGATIONS**

2 16. **Class Definitions:** Plaintiffs bring this action on behalf of himself and the following
3 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 4 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
5 in the State of California who were subject to Defendants' timekeeping and payroll
6 policies and/or practices, during the four years immediately preceding the filing of
7 this action through the present.
- 8 b. Overtime Class: All current and former non-exempt employees of Defendants in the
9 State of California who worked more than eight hours per day and/or 40 hours per
10 week and were subject to Defendants' timekeeping policies and/or practices, during
11 the four years immediately preceding the filing of this action through the present.
- 12 c. Meal Period Class: All current and former non-exempt employees of Defendants in
13 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
14 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
15 immediately preceding the filing of this action through the present.
- 16 d. Rest Period Class: All current and former non-exempt employees of Defendants in
17 the State of California who worked at least one shift of 3.5 or more hours, during the
18 four years immediately preceding the filing of this action through the present.
- 19 e. Wage Statement Class: All current and former non-exempt employees of Defendants
20 in the State of California who received a wage statement, during the one year
21 immediately preceding the filing of this action through the present.
- 22 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
23 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
24 during the three years immediately preceding the filing of this action through the
25 present.
- 26 g. Expense Reimbursement Class: All current and former non-exempt employees of
27 Defendants in the State of California who were not reimbursed for all necessary
28 business expenses, during the four years immediately preceding the filing of this

1 action through the present.

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

7 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
8 **Interest:** There are predominant common questions of law and fact as to Plaintiffs and members of
9 the Classes, which predominate over questions affecting only individual members including,
10 without limitation to:

- 11 a. Whether Defendants properly paid all overtime wages to members of the Overtime
12 Class;
- 13 b. Whether Defendants paid at least the minimum wage for all hours worked to
14 members of the Minimum Wage Class;
- 15 c. Whether Defendants provided all legally compliant meal periods or paid meal period
16 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
17 226.7 and 512;
- 18 d. Whether Defendants authorized and permitted all legally compliant rest periods or
19 paid all rest period premium wages due to members of the Rest Period Class
20 pursuant to Labor Code §§ 226.7 and 516;
- 21 e. Whether Defendants furnished legally compliant wage statements to members of the
22 Wage Statement Class pursuant to Labor Code § 226;
- 23 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
24 all necessary business expenses pursuant to Labor Code § 2802; and
- 25 g. Whether Defendants timely paid all final wages to members of the Waiting Time
26 Class at the time of their separation of employment pursuant to Labor Code §§ 201
27 and 202.

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

5 19. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
6 Plaintiffs was employed by Defendants as a non-exempt employee in California during the
7 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
8 herein, Plaintiffs, like the members of the Classes, were not paid all minimum and overtime wages
9 owed due to Defendants' timekeeping and payroll policies/practices, were not provided all required
10 meal periods, was not authorized and permitted all rest periods, did not receive premium pay for
11 non-compliant meal and rest periods, were not paid all final wages upon separation of employment,
12 was not provided with accurate, compliant, itemized wage statements, and were not reimbursed for
13 all necessary business expenses.

14 20. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
15 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
16 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the
17 Classes and Plaintiffs. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in
18 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf
19 of the members of the Classes.

20 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
21 public interest in establishing minimum working conditions and standards in California. These laws
22 and labor standards protect the average working employee from exploitation by employers who
23 have the responsibility to follow the laws and who may seek to take advantage of superior economic
24 and bargaining power in setting onerous terms and conditions of employment. The nature of this
25 action and the format of laws available to Plaintiffs and members of the Classes make the class
26 action format a particularly efficient and appropriate procedure to redress the violations alleged
27 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
28 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited

resources of each individual Plaintiffs with their vastly superior financial and legal resources.

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

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

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(Against All Defendants)

24. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

25. Labor Code §§ 1182.12, 1197, and Wage Order 7, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were

1 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
2 Wage Order 7.

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

8 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and
9 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
10 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
11 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
12 3289.

13 **SECOND CAUSE OF ACTION**
14 **OVERTIME WAGE VIOLATIONS**
15 **(Against All Defendants)**

16 28. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
17 fully set forth herein.

18 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
19 Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages
20 and compensation for all overtime hours worked and provide a private right of action for the failure
21 to pay all overtime compensation for overtime work performed.

22 30. At all times relevant herein, Defendants were required to properly compensate non-
23 exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours
24 worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer
25 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
26 for overtime and double time hours work. Defendants caused Plaintiffs and members of the
27 Overtime Class to work overtime hours but failed to compensate these employees for all overtime
28 hours actually worked.

1 31. As a consequence of Defendants' non-payment of overtime wages, Plaintiffs and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 32. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
10 fully set forth herein.

11 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

15 34. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
16 Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 35. As a consequence of Defendants' unlawful meal period practices, Plaintiffs and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 36. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
26 fully set forth herein.

27 37. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of
28 employees to be provided with a rest period of at least 10 minutes for each four-hour period

1 worked, or major fraction thereof. Plaintiffs are informed and believe, and based thereon allege, that
2 despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period Class
3 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
4 an additional hour of pay at their respective regular rate for the rest periods that they failed to
5 authorize and permit them to take, as required by Labor Code § 226.7.

6 38. As a consequence of Defendants' unlawful rest period practices, Plaintiffs and
7 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
8 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
9 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 7, and Civil Code §§
10 3287 and 3289.

11 **FIFTH CAUSE OF ACTION**
12 **WAGE STATEMENT PENALTIES**
13 **(Against All Defendants)**

14 39. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
15 fully set forth herein.

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

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

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1 42. As a consequence of Defendants' unlawful wage statement practices, Plaintiffs and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys' fees, and costs of suit according to California Labor Code § 226.

4 **SIXTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 43. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
8 fully set forth herein.

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

15 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
16 to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their
17 separation from employment, including unpaid minimum and overtime wages as well as unpaid
18 meal and rest period premium wages.

19 46. Furthermore, Plaintiffs are informed and believe, and based thereon allege, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of
21 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
22 the requirements of Labor Code §§ 201-202.

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

27 48. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the
28 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §

1 203.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(Against All Defendants)**

5 49. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
6 fully set forth herein.

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

11 51. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and
12 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
13 performance of their job duties.

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

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Against All Defendants)**

20 53. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
21 fully set forth herein.

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

- 24 a. failing to pay Plaintiffs and members of the Minimum Wage Class all minimum
25 wages due;
- 26 b. failing to pay Plaintiffs and members of the Overtime Class all overtime wages due;
- 27 c. failing to provide Plaintiffs and members of the Meal Period Class with all meal
28 periods to which they are entitled, and failing to pay them all meal period premium

wages due;

- d. failing to authorize and permit Plaintiffs and members of the Rest Period Class all rest periods to which they are entitled, and failing to pay them all rest period premium wages due;
- e. failing to issue accurate and itemized wage statements to Plaintiffs and members of the Wage Statement Class;
- f. failing to timely pay all final wages to Plaintiffs and members of the Waiting Time Penalty Class; and
- g. failing to reimburse all necessary business expenses to Plaintiffs and members of the Expense Reimbursement Class.

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

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

58. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

59. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved

Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiffs and 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 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved

- 1 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 2 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 3 violation of Labor Code § 2802;
- 4 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
- 5 Code § 246;
- 6 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 7 calendar month in violation of Labor Code § 204; and
- 8 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 9 of Labor Code §§ 1174 and 1198.

10 60. On or about May 24, 2024, Plaintiffs notified Defendants via certified mail, and

11 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

12 Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim for civil penalties

13 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the

14 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying

15 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

16 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs has

17 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

18 with respect to these violations.

19 61. Plaintiffs has incurred attorneys’ fees and costs, which Plaintiffs are entitled to

20 receive under California Labor Code § 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs prays for judgment for himself and for all others on whose behalf

23 this suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiffs as representative of the Classes;
- 26 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 27 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
- 28 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
3 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

4 6. Upon the Third Cause of Action, for meal period premium wages according to proof
5 pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
7 pursuant to Labor Code §§ 226.7, 516, and 558;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226;

10 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
11 203;

12 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
13 proof pursuant to Labor Code § 2802;

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

18 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
19 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
20 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
21 pay each employee and \$200 for each subsequent violation or willful or intentional violation
22 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
26 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
27 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
28 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the

1 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided;

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

6 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demands a trial by jury on all claims.

11
12 DATED: August 1, 2024

JUSTICE FOR WORKERS, P.C.

13
14 By: 

15 William C. Sung

16 Tiffany L. Luu

17 Attorneys for Plaintiffs FRANCISCO SOLANO
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PROOF OF SERVICE
FRANCISCO SOLANO, ET AL. v. IHEALTH MANUFACTURING, INC., ET AL.
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9575 Bolsa Ave, Westminster, CA 92683.

On August 1, 2024 I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

SEE SERVICE LIST

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on August 1, 2024 at Westminster, California.



Jessica Le

SERVICE LIST

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