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Attorneys for Plaintiffs JOANNA GOSLIN and
ELIZABETH HALL

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

JOANNA GOSLIN, ELIZABETH HALL,
NARINE MADATYAN, ARSINEH
TOPALIANFARD, and MIKI APODACA,
on behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

TARLANI CORP., a California corporation;
MARGARITA TALANIAN, a natural person;
ARTHUR TALANIAN, a natural person;
MILLENNIUM HEALTHCARE SERVICES,
INC.; ALLIANCE HEALTH SERVICES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24STCV11142

Consolidated with Case No.:
24STCV168890

CLASS ACTION

Assigned for All Purposes To:
Hon. Timothy Patrick Dillon
Dept.: 15

**CONSOLIDATED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
9. Violation of Labor Code § 204;
10. Violation of Labor Code § 221;
11. Violation of Labor Code § 226(a);
12. Penalties Pursuant to Labor Code § 203;
13. Violation of Business & Professions Code § 17200 *et seq.*; and

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14. Penalties Pursuant to Labor Code § 2699, *et seq.*
DEMAND FOR JURY TRIAL

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Attorneys for Plaintiffs NARINE MADATYAN,
ARSINEH TOPALIANFARD, and MIKI APODACA,
on behalf of themselves and others similarly situated

1 Plaintiffs JOANNA GOSLIN, ELIZABETH HALL, NARINE MADATYAN, ARSINEH
2 TOPALIANFARD, and MIKI APODACA (hereinafter collectively “Plaintiffs”) on behalf of
3 themselves and all others similarly situated (collectively, “Employees”; individually, “Employee”)
4 complain of Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly and piece rate employees by Defendants
9 TARLANI CORP. dba TARLANI HEALTHCARE, a California corporation; MARGARITA
10 TALANIAN, a natural person; ARTHUR TALANIAN, a natural person; MILLENNIUM
11 HEALTHCARE SERVICES, INC., a California corporation; ALLIANCE HEALTH SERVICES,
12 INC., a California corporation; and DOES 1 through 50 (all defendants being collectively referred
13 to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated various
14 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
15 (IWC) and California Business & Professions Code, and seeks redress therefore.

16 2. Plaintiffs are residents of California and during the time period relevant to this
17 Complaint were employed by Defendants as non-exempt hourly and piece-rate employees within
18 the State of California at Defendants’ facilities and offices in California. Plaintiffs and the other
19 Class members worked for Defendants in Los Angeles County, and in other nonexempt positions,
20 throughout California and, and consistently worked at Defendants’ behest without being paid all
21 wages due. More specifically, Plaintiffs and the other similarly situated Employees were employed
22 by Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise
23 to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
24 were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were
25 subjected to the same policies and practices, and (3) endured similar violations at the hands of
26 Defendants as the other Employees who served in similar and related positions.

27 3. Defendants required Plaintiffs and the Employees in the Class to perform work
28 while remaining under Defendants’ control before and after being on the clock for their daily work

1 shift. Defendants further failed to accurately record time worked by Plaintiffs and Employees by
2 understanding the number of overtime hours worked by Plaintiffs and Employees. Defendants thus
3 failed to pay Plaintiffs and the Class members for all hours worked and provided them with
4 inaccurate wage statements that prevented Plaintiffs and the Class from learning of these unlawful
5 pay practices. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest
6 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
7 duty-free meal and rest periods as required by the Labor Code.

8 **THE PARTIES**

9 **A. The Plaintiffs**

10 4. Plaintiffs NARINE MADATYAN, ARSINEH TOPALIANFARD, and
11 ELIZABETH HALL have resided in California and during the time period relevant to this
12 Complaint were employed by Defendants as non-exempt hourly employees within the State of
13 California.

14 5. Plaintiffs JOANNA GOSLIN and MIKI APODACA have resided in California and
15 during the time period relevant to this Complaint were employed by Defendants as non-exempt
16 piece rate employees within the State of California.

17 **B. The Defendants**

18 6. Defendant TARLANI CORP. dba TARLANI HEALTHCARE is a California
19 corporation with its principle executive offices in Montrose, California and has been listed as the
20 employer on Plaintiffs' paystubs during the relevant time period. TARLANI CORP. dba
21 TARLANI HEALTHCARE lists a California address in Montrose, California with the California
22 Secretary of State, and employs Class members in Los Angeles County, including at Defendants'
23 offices and facilities in Montrose, California, and throughout California and conducts business
24 throughout California.

25 7. Defendant MARGARITA TALANIAN is a natural person who, according the most
26 recent Statement of Information filed with the California Secretary of State, is the Chief Executive
27 Offices of Defendant Tarlani Corp.

28 8. Defendant MARGARITA TALANIAN is an "other person acting on behalf of an

1 employer” within the meaning of Labor Code § 558.1 in that she is “an owner, director, officer, or
2 managing agent of the employer” who has caused violations of the Labor Code.

3 9. Defendant ARTHUR TALANIAN is a natural person who, according to the most
4 recent Statement of Information filed with the California Secretary of State, is the Chief Financial
5 Officer and Secretary of Defendant Tarlani Corp.

6 10. Defendant ARTHUR TALANIAN is an “other person acting on behalf of an
7 employer” within the meaning of Labor Code § 558.1 in that she is “an owner, director, officer, or
8 managing agent of the employer” who has caused violations of the Labor Code.

9 11. Defendant ALLIANCE HEALTH SERVICES, INC. is a California corporation and
10 lists an address in Redlands, California with the California Secretary of State and upon
11 information and belief employs Class members in Los Angeles County, including at Defendants’
12 offices and facilities in Montrose, California, and throughout California and conducts business
13 throughout California.

14 12. Defendant MILLENNIUM HEALTHCARE SERVICES, INC. is a California
15 corporation with its principle executive offices in Montrose, California. MILLENNIUM
16 HEALTHCARE SERVICES, INC. lists a California address in Montrose, California with the
17 California Secretary of State, and employs Class members in Los Angeles County, including at
18 Defendants’ offices and facilities in Montrose, California, and throughout California and conducts
19 business throughout California.

20 13. The true names and capacities, whether individual, corporate, associate, or
21 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
22 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of
23 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
24 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
25 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
26 this Complaint to reflect the true names and capacities of the Defendants designated herein as
27 Does 1 through 50 when their identities become known.

28 14. Plaintiffs are informed and believe and thereon allege that each Defendant acted in

1 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
2 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
3 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
4 all respects as the employers or joint employers of Employees. Defendants, and each of them,
5 exercised control over the wages, hours or working conditions of Employees, or suffered or
6 permitted Employees to work, or engaged, thereby creating a common law employment
7 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
8 employed Employees.

9 **JURISDICTION AND VENUE**

10 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
12 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
13 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
14 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
15 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
16 County and Defendants maintain and operate company offices and facilities in Los Angeles
17 County, and employ Plaintiffs and other Class members in Los Angeles County and throughout
18 California.

19 **FACTUAL BACKGROUND**

20 16. The Employees who comprise the Class and Collective, including Plaintiffs, are
21 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
22 Employees who work in nonexempt positions at the direction of Defendants in the State of
23 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
24 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
25 Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
26 by answering phone calls and text messages from supervisors, coworkers, and patients and
27 coordinating and managing patient care. Plaintiffs worked additional time “pre-shift” that they
28 were not compensate for by waiting in line to clock in, donning protective gear, checking their

1 vehicles and driving to patients' residences, checking emails and other messages, and filling out
2 patient paperwork. Plaintiffs worked additional time "post-shift" by charting, uploading photos,
3 checking emails, and completing trainings. Plaintiffs were also not compensated for the time spent
4 driving between patient's residences. Moreover, Plaintiffs and Employees were not paid for the
5 time spent working over the weekends while off-the-clock by going into the office, answering
6 phone calls and text messages, and coordinating and managing patient care. Instead of paying
7 Plaintiffs and Employees hourly wages for the time spent working off-the-clock over the
8 weekends, Defendants paid Plaintiffs and Employees "ON-CALL" pay at flat sums of \$100, \$200,
9 or \$300 without taking into account or listing hours worked by Plaintiffs and Employees. To the
10 extent, Plaintiffs and Employees were paid on a piece rate basis, they were only compensated for
11 time spent on patient visits and were not compensated for time spent on their actual time worked,
12 including charting and administrative tasks outside of the time of the patient visit itself, time spent
13 driving between patients, meal and rest periods or non-productive time. Moreover, Employees
14 were not paid for the time they were required to work through their meal breaks. Defendants thus
15 severely understated the number of overtime hours worked by Plaintiffs and Employees. Plaintiffs
16 contend that Defendants failed to pay Plaintiffs and the Class members all wages due and owing,
17 failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
18 violation of various provisions of the California Labor Code and applicable Wage Orders.
19 Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive
20 pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
21 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
22 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
23 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
24 when Plaintiffs and Employees worked overtime and received nondiscretionary commissions,
25 incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all
26 overtime wages by paying a lower overtime rate than required. Lastly, Defendants failed to
27 incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for
28 overtime and double time pay.

1 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
3 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
4 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
5 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
6 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
7 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
8 Therefore, during times when Plaintiffs and Employees worked overtime and received
9 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
10 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
11 required.

12 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
14 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
15 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
16 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
17 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
18 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
19 Therefore, during times when Plaintiffs and Employees worked overtime and received
20 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
21 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
22 required.

23 19. During the course of Plaintiffs' and the Employees' employment with Defendants,
24 they were not paid all wages they were owed, including for all work performed and for all
25 overtime hours worked and were forced to work during their meal and rest breaks. Defendants
26 also failed to maintain timekeeping records for Plaintiffs that would permit them to discover the
27 nature and extent of Defendants' understatement of hours worked.
28

1 20. Defendants also failed to pay Employees all wages due and owing because
2 Defendants failed to adequately pay for on-call or standby time. Specifically, Defendants would
3 contact Plaintiffs and inform them that they were needed at work. Plaintiffs then had to report to
4 work and were not adequately paid on-call or standby pay time. Defendants paid Plaintiffs “ON-
5 CALL” pay at flat sums of \$100, \$200, or \$300 without taking into account the number of hours
6 worked. Upon information and belief, Employees were also required to be on-call and were not
7 adequately compensated for on-call or standby pay.

8 21. Throughout the course of Plaintiffs’ and the Employees’ employment with
9 Defendants, they were required to work during their meal and rest breaks which were not
10 compensated by Defendants in violation of the California Labor Code. Plaintiffs and the Class
11 members were also not paid regular wages and overtime for the time they were required to
12 comply with other requirements imposed upon them, which they had to complete while working
13 through their meal and rest breaks and without compensation. As a result, Plaintiffs and the Class
14 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
15 but they were not paid at the appropriate overtime rate for all such hours, including by being
16 required to perform work duties and tasks without pay and while off-the-clock.. As a result,
17 Plaintiffs and the Class members worked substantial overtime hours during their employment
18 with Defendants for which they were not compensated, in violation of the California Labor Code,
19 applicable IWC Wage Orders.

20 22. As a result of the above described off-the-clock work, the demands and pressures to
21 work through breaks, and the other wage violations they endured at Defendants’ hands, Plaintiffs
22 and the Class members were not properly paid for all wages earned and for all wages owed to
23 them by Defendants, including when working more than eight (8) hours in any given day and/or
24 more than forty (40) hours in any given week. As a result of Defendants’ unlawful policies and
25 practices, Plaintiffs and Employees incurred overtime hours worked for which they were not
26 adequately and completely compensated. To the extent applicable, Defendants also failed to pay
27 Plaintiffs and the Class members at an overtime rate of 1.5 times the regular rate for the first eight
28 hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times

1 the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required
2 under the Labor Code, applicable IWC Wage Orders.

3 23. Therefore, from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay
5 Employees for all hours worked and failing to pay minimum wage for all time worked as required
6 by California Law.

7 24. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees overtime compensation at premium overtime rates for all hours worked in excess of
10 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
11 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
12 sections of IWC Wage Orders.

13 25. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
15 hours without providing them with timely, uninterrupted meal periods of not less than thirty (30)
16 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
17 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
18 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
19 failed to provide or deficiently provided.

20 26. From at least four (4) years prior to the filing of this lawsuit and continuing to the
21 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
22 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
23 Employees premium pay for each day on which requisite rest breaks were not provided or were
24 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for
25 each rest period that Defendants failed to provide or deficiently provided.

26 27. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
28 performance of their job duties for Defendants including, the cost of cellphone usage and home

1 internet when working from home, which were necessary to perform their duties under
2 Defendants' employ in violation of Labor Code § 2802.

3 28. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
4 continuing to the present, Defendants have consistently failed to keep accurate time and wage
5 records as required by California wage-and-hour laws.

6 29. Additionally, from at least one (1) year prior to the filing of this lawsuit and
7 continuing to the present, Defendants failed to pay Plaintiff and Employees within seven calendar
8 days from the end of the pay period, as required by California wage-and-hour laws.

9 30. Additionally, from at least four (4) years prior to filing of this lawsuit and
10 continuing to the present, Defendants have unlawfully collected/received wages from Employees
11 in violation of Labor Code § 221.

12 31. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to provide Employees with timely,
14 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

15 32. Additionally, from at least four (4) years prior to filing of this lawsuit and
16 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
17 and owed to Employees at the time of their termination or within seventy-two (72) hours of their
18 resignation, as required by California wage-and-hour laws.

19 33. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
20 Code §§ 201, 202, 203, 204, 221, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
21 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

22 34. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
23 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
24 enjoyed from their violations of Labor Code.

25 **CLASS ALLEGATIONS**

26 35. Plaintiffs bring this class action on behalf of themselves and all others similarly
27 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
28 follows: all individuals employed by Defendants as nonexempt hourly and piece rate employees

1 within the State of California at any time within four (4) years of the filing of this lawsuit.

2 36. Further, Plaintiffs seeks to represent the following Subclasses composed of and
3 defined as follows:

4 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
5 compensated for all hours worked for Defendants at the applicable minimum wage.

6 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
7 compensated for all hours worked for Defendants at the required rates of pay, including for all
8 hours worked in excess of eight in a day and/or forty in a week.

9 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
10 compensated at the Employee's regular rate of pay for their vacation wages.

11 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
12 the Employee's regular rate of pay for their sick pay wages.

13 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
15 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to authorize and permit Employees to take
18 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
19 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

20 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
21 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
22 by California wage-and-hour laws.

23 h. Subclass 8. Wage Statements Subclass. All Class members who, within the
24 applicable limitations period, were not provided with accurate itemized wage statements.

25 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
26 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
27 in the performance of Employees job duties for Defendants.

28 j. Subclass 10. Failure to Timely Pay Wages Subclass. All Class Members who were

subject to Defendants' policy and/or practice of not timely paying all wages earned when they were due and payable within seven calendar days from the end of the pay period.

k. Subclass 11. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of automatically deducting wages from Employee's pay checks.

l. Subclass 12. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

37. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

38. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

39. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

40. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

1 41. There are questions of law and fact common to the class that predominate over any
2 questions affecting only individual class members. These common questions of law and fact
3 include:

- 4 a. Whether Defendants failed to pay Employees minimum wages;
- 5 b. Whether Defendants failed to pay Employees wages for all hours worked,
6 including non-productive time worked by piece rate Employees ;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants failed to pay Employees vacation wages as required under
10 Labor Code § 227.3;
- 11 e. Whether Defendants failed to pay Employees sick pay as required under Labor
12 Code § 245;
- 13 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
14 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
15 premium pay in lieu thereof;
- 16 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
17 Orders, by failing to provide Employees with requisite rest breaks or premium pay
18 in lieu thereof;
- 19 h. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 20 i. Whether Defendants failed to reimburse Employees for necessary business
21 expenses;
- 22 j. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- 23 k. Whether Defendants violated Labor Code § 221 by automatically
24 deducting/collecting wages from Employees;
- 25 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
26 wages and compensation due and owing at the time of termination of employment;
- 27 m. Whether Defendants violated Labor Code § 226(a);
- 28 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

- 1 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
2 p. Whether Employees are entitled to equitable relief pursuant to Business and
3 Professions Code § 17200 *et seq.*

4 **C. Typicality**

5 42. The claims of the named plaintiffs are typical of those of the other Employees.
6 Employees all sustained injuries and damages arising out of and caused by Defendants' common
7 course of conduct in violation of statutes, as well as regulations that have the force and effect of
8 law, as alleged herein.

9 **D. Adequacy of Representation**

10 43. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
11 Counsel who represents Employees are experienced and competent in litigating employment class
12 actions.

13 **E. Superiority of Class Action**

14 44. A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
16 questions of law and fact common to all Employees predominate over any questions affecting only
17 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
18 Defendants' illegal policies or practices of failing to compensate Employees properly.

19 45. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(Against All Defendants)**

25 46. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 47. Defendants failed to pay Employees minimum wages for all hours worked.
28 Defendants had a consistent policy of misstating Employees time records and failing to pay

1 Employees for all hours worked. Employees would work hours and not receive wages, including
2 as alleged above in connection with working during meal breaks and working “pre-shift by
3 answering phone calls and text messages from supervisors, coworkers, and patients, coordinating
4 and managing patient care, waiting in line to clock in, donning protective gear, checking their
5 vehicles and driving to patients’ residences, checking emails and other messages, and filling out
6 patient paperwork. Plaintiffs worked additional time “post-shift” by answering phone calls and
7 text messages from supervisors, coworkers, and patients and coordinating and managing patient
8 care, charting, uploading photos, checking emails, and completing trainings. Plaintiffs were also
9 not compensated for the time spent driving between patient’s residences. Moreover, Plaintiffs
10 and Employees were not paid for the time spent working over the weekends while off-the-clock
11 by going into the office, answering phone calls and text messages, and coordinating and
12 managing patient care. Further, Plaintiff and Employees were required to be on-call while off the
13 clock. Instead of paying Plaintiffs and Employees hourly wages for the time spent working off-
14 the-clock over the weekends, Defendants paid Plaintiffs and Employees “ON-CALL” pay at flat
15 sums of \$100, \$200, or \$300 without taking into account or listing hours worked by Plaintiffs and
16 Employees. To the extent, Plaintiffs and Employees were paid on a piece rate basis, they were
17 only compensated for time spent on patient visits and were not compensated for time spent on
18 rest periods or non-productive time. Defendants did not pay Plaintiffs and Employees at the
19 applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage
20 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
21 of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs
22 and the other members of the Class as to minimum wage pay.

23 48. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
24 states:

25 The minimum wage for employees fixed by the commission is the
26 minimum wage to be paid to employees, and the payment of a less
27 wage than the minimum so fixed is unlawful.
28

1 49. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 50. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 51. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 52. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 53. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 54. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 55. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 56. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked and understating overtime hours worked including
8 time off the clock working “pre-shift” without compensation by answering phone calls and text
9 messages from supervisors, coworkers, and patients, coordinating and managing patient care,
10 waiting in line to clock in, donning protective gear, checking their vehicles and driving to
11 patients’ residences, checking emails and other messages, and filling out patient paperwork and
12 “post-shift” by answering phone calls and text messages from supervisors, coworkers, and
13 patients and coordinating and managing patient care, charting, uploading photos, checking
14 emails, and completing trainings. Moreover, Plaintiffs and Employees were not paid for the time
15 spent working over the weekends while off-the-clock by going into the office, answering phone
16 calls and text messages, and coordinating and managing patient care. Further, Plaintiff and
17 Employees were required to be on-call while off the clock. Instead of paying Plaintiffs and
18 Employees overtime, when applicable, for the time spent working off-the-clock over the
19 weekends, Defendants paid Plaintiffs and Employees “ON-CALL” pay at flat sums of \$100,
20 \$200, or \$300 without taking into account or listing hours worked by Plaintiffs and Employees.
21 To the extent, Plaintiffs and Employees were paid on a piece rate basis, they were only
22 compensated for time spent on patient visits and were not compensated for time spent on rest
23 periods or non-productive time. Employees regularly worked over 8 hours on a given day
24 without receiving overtime compensation.

25 57. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
26 Employees the correct overtime rate for the recorded overtime hours that they generated. In
27 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
28 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and

1 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
2 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
3 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
4 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of
5 pay used to calculate and pay for overtime and double time pay overtime pay, double pay, sick
6 pay, vacation pay, and meal and rest break premiums.

7 58. Therefore, during times when Plaintiffs and Employees worked overtime and
8 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
9 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
10 required.

11 59. Defendants' failure to pay compensation in a timely fashion also constituted a
12 violation of California Labor Code § 204, which requires that all wages shall be paid
13 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
14 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
15 and overtime compensation earned by Employees. Each such failure to make a timely payment of
16 compensation to Employees constitutes a separate violation of California Labor Code § 204.

17 60. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

19 61. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
20 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
21 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
22 reasonable attorneys' fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 62. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 63. Employees regularly worked shifts greater than five (5) hours and greater than ten

1 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
2 more than five (5) hours without providing him or her with a meal period of not less than thirty
3 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
4 meal period of not less than thirty (30) minutes.

5 64. Defendants failed to provide Employees with compliant meal periods as required
6 under the Labor Code. Employees were required to work through their meal periods which they
7 were denied. Employees were also required to take meal periods after working well beyond the
8 five (5) hour shifts or were interrupted. Furthermore, Employees were regularly required to work
9 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
10 meal period as required by law.

11 65. Moreover, Defendants failed to compensate Employees for each meal period not
12 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
13 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
14 employee a meal period in accordance with this section, the employer shall pay the employee one
15 hour of pay at the employee's regular rate of compensation for each workday that the meal period
16 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
17 they did so at the normal regular rate of pay without factoring in all forms or
18 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

19 66. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
21 period not provided or deficiently provided, a sum to be proven at trial.

22 **FOURTH CAUSE OF ACTION**

23 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

25 67. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 68. Labor Code § 226(a)(1) requires an employer to pay a piece-rate employee for all
28 non-productive time separate from any piece-rate compensation, which is defined as, "time under

1 the employer's control, exclusive of rest and recovery periods, that is not directly related to the
2 activity being compensation on a piece-rate basis."

3 69. Labor Code § 226(a)(4) provides, "Employees shall be compensated for other
4 nonproductive time at an hourly rate that is no less than the applicable minimum wage."

5 70. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
6 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
7 not less than ten (10) minutes for each consecutive four (4) hour shift.

8 71. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
9 not less than ten (10) minutes for each consecutive four (4) hour shift.

10 72. Additionally, Defendants failed to compensate Employees paid by piece rate for
11 time spent on rest periods.

12 73. Moreover, Defendants failed to compensate Employees for each rest period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
14 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
15 accordance with this section, the employer shall pay the employee one hour of pay at the
16 employee's regular rate of compensation for each workday that the rest period is not provided.
17 Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the
18 normal regular rate of pay without factoring in all forms of remuneration/compensation or by
19 otherwise incorrectly calculating the regular rate.

20 74. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
21 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
22 worked without the required rest breaks, a sum to be proven at trial.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PAY VACATION WAGES**

25 **(Against All Defendants)**

26 75. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 76. Pursuant to California Labor Code § 227.3, whenever a contract of employment or

1 employment policy provides for paid vacation and an employee is terminated without having
2 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
3 in accordance with said contract of employment or policy respecting eligibility or time served.

4 77. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
5 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
6 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
7 Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to
8 calculate and pay vacation wages.

9 78. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
10 Code § 227.3.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

13 **(Against All Defendants)**

14 79. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 80. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
17 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
18 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
19 with the pay calculation under California Labor Code § 246(1).

20 81. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
21 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
22 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
23 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
24 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
25 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
26 leave to Employees at a lower rate, in violation of the law.

27 82. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
28 Code §§ 245 *et seq.* and 246.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

3 **IN VIOLATION OF LABOR CODE § 2802**

4 **(Against All Defendants)**

5 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 84. Under Labor Code § 2802(a), an employer must indemnify its employees for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 85. Employees incurred necessary expenditures in the performance of their job duties
11 for Defendants, namely: the cost of cellphone usage and home internet when working from home,
12 vehicle mileage and fuel, and medical tools and equipment such as a stethoscope, thermometer,
13 blood pressure cuff, pulse oximeter, surgical scissors, compression wraps, saline, and bandages
14 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
15 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
16 reimburse Employees for these necessarily incurred business expenses.

17 86. As a result of the unlawful acts of Defendants, Employees have been deprived of
18 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
19 plus interest and penalties thereon, attorneys' fees, and costs.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

22 **AND 1174.5**

23 **(Against All Defendants)**

24 87. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 88. California Labor Code § 1174 requires that all employers shall keep accurate time
27 and wage records for all employees. California Labor Code § 1174.5 further requires that any
28 employee suffering injury due to a willful violation of the aforementioned obligations may seek

1 damages, including civil penalties, from the employer.

2 89. During the course of Plaintiffs' and Employees' employment, Defendants
3 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
4 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
5 wages, overtime, and premium pay as discussed above.

6 90. Accordingly, Defendants are liable for civil penalties pursuant to the California
7 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

8 **NINTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 204**
10 **(Against All Defendants)**

11 91. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 92. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
14 employment are due and payable twice during each calendar month, on days designated in
15 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
16 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
17 during which the labor was performed, and labor performed between the 16th and the last day,
18 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
19 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
20 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
21 calendar days following the close of the payroll period." Defendants maintained a semi-monthly
22 payroll system but consistently failed to pay Plaintiffs and Employees all wages earned by not
23 more than seven calendar days following the close of the payroll period.

24 93. All wages due and owing to Plaintiffs and the Employees, including as required
25 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail
26 above. Additionally, wages required by Labor Code § 1194 and other sections became due and
27 payable to each Employee in each pay period that he or she was not provided with a meal period
28 or rest period or paid straight or overtime wages or commissions to which he or she was entitled.

1 94. Defendants thus violated Labor Code § 204 by systematically refusing to pay
2 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
3 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
4 payday for the period involved, not less than the applicable minimum wage for all hours worked in
5 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
6 hours than those fixed by the order or under conditions of labor prohibited by the order is
7 unlawful.” Plaintiffs and Employees may therefore pursue damages and penalties for violations of
8 Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties
9 under paragraph 20 of the applicable IWC Wage Orders.

10 95. As a result of the unlawful acts of Defendants, Plaintiffs and Employees seek to
11 represent they have been deprived of wages in amounts to be determined at trial, and they are
12 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
13 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
14 applicable IWC Wage Orders.

15 **TENTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 221**
17 **(Against All Defendants)**

18 96. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 97. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
21 receive from an employee any part of wages theretofore paid by said employer to said
22 employee.” Defendants unlawfully received and/or collected wages from employees. Specifically,
23 Defendants automatically deducted thirty (30) minutes of wages from Employees who worked
24 shifts over ten hours for second meal breaks that were not taken.

25 98. As a direct and proximate cause of the unauthorized deductions, Employees have
26 been damaged, in an amount to be determined at trial.

27 **ELEVENTH CAUSE OF ACTION**
28 **VIOLATION OF LABOR CODE § 226(a)**

(Against All Defendants)

99. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

100. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

101. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. Moreover, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and failed to list hours and rates for time spent on rest periods and other non-productive time, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was

1 correct and potentially resulting in a miscalculation by the Employees.

2 102. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
3 Employees suffered injuries, including among other things confusion over whether they received
4 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
5 forcing them to make mathematical computations to analyze whether the wages paid in fact
6 compensated them correctly for all hours worked.

7 103. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
8 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
9 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
10 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
11 award of costs and reasonable attorneys' fees.

12 104. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
13 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
14 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
15 employee for each pay period.

16 105. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
17 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
18 shown according to proof.

19 **TWELFTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 203**
21 **(Against All Defendants)**

22 106. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 107. Numerous Employees are no longer employed by Defendants; they either quit
25 Defendants' employ or were fired therefrom.

26 108. Defendants failed to pay these Employees all wages due and certain at the time of
27 termination or within seventy-two (72) hours of resignation;

28 109. The wages withheld from these Employees by Defendants remained due and owing

1 for more than thirty (30) days from the date of separation of employment.

2 110. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
3 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
4 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
5 to thirty (30) days from the date they were due.

6 **THIRTEENTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

8 **(Against All Defendants)**

9 111. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 112. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this
12 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
13 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
14 and the general public. Plaintiffs seek to enforce important rights affecting the public interest
15 within the meaning of Code of Civil Procedure § 1021.5.

16 113. Plaintiffs are "person[s]" within the meaning of Business & Professions Code
17 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
18 injunctive relief, restitution, and other appropriate equitable relief.

19 114. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
20 business practices.

21 115. Wage-and-hour laws express fundamental public policies. Paying employees their
22 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
23 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
24 to enforce minimum labor standards, to ensure that employees are not required or permitted to
25 work under substandard and unlawful conditions, and to protect law-abiding employers and their
26 employees from competitors who lower costs to themselves by failing to comply with minimum
27 labor standards.

28 116. Defendants have violated statutes and public policies. Through the conduct alleged

1 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
2 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
3 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
4 Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and
5 privileges guaranteed to all employees under the law.

6 117. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
7 violation of the Business & Professions Code § 17200 *et seq.*

8 118. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
9 overtime, failing to provide meal and rest periods, failing to reimburse business expenses, etc.,
10 either knew or in the exercise of reasonable care should have known that their conduct was
11 unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

12 119. As a proximate result of the above-mentioned acts of Defendants, Employees have
13 been damaged, in a sum to be proven at trial.

14 120. Unless restrained by this Court, Defendants will continue to engage in such
15 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
16 should make such orders or judgments, including the appointment of a receiver, as may be
17 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
18 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
19 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
20 have unlawfully failed to pay.

21 **FOURTEENTH CAUSE OF ACTION**

22 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

23 **(Against All Defendants)**

24 121. Plaintiffs re-allege and incorporate all preceding paragraphs as though set forth in
25 full herein.

26 122. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
27 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
28 alleged violators, Defendants.

1 123. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
2 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
3 penalty provisions without limitation, based on the following California Labor Code sections: 201,
4 202, 203, 204, 221, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5,
5 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

6 124. The penalties shall be allocated as follows: 65% to the Labor and Workforce
7 Development Agency (LWDA) and 35% to the affected employees.

8 125. Employees also seek any and all penalties and remedies set forth in Labor Code §
9 558, which states:

10 (a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial
14 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

16 (b) If upon inspection or investigation the Labor Commissioner determines that
17 a person had paid or caused to be paid a wage for overtime work in violation of any
18 provision of this chapter, or any provision regulating hours and days of work in any
19 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
20 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

21 (c) The civil penalties provided for in this section are in addition to any other
22 civil or criminal penalty provided by law.

23 126. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
28 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

 127. Plaintiff Joanna Goslin has exhausted her administrative remedy by sending a

1 certified letter to the LWDA and Defendants postmarked on May 2, 2024. The LWDA has not
2 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
3 postmark date of the letters.

4 128. Plaintiff Elizabeth Hall has exhausted her administrative remedy by sending a
5 certified letter to the LWDA and Defendants postmarked on September 25, 2024. The LWDA has
6 not provided notice of its intent to investigate the alleged violations within 65 calendar days of the
7 postmark date of the letters.

8 129. Plaintiff Miki Apodaca has exhausted her administrative remedy by sending a
9 certified letter to the LWDA and Defendants postmarked on January 28, 2025. The LWDA has not
10 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
11 postmark date of the letters.

12 **RELIEF REQUESTED**

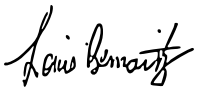
13 WHEREFORE, Plaintiffs pray for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. For an order that Plaintiffs be appointed as class representatives;
- 16 3. For an order that counsel for Plaintiffs be appointed class counsel;
- 17 4. For compensatory damages in the amount of the unpaid minimum wages for work
18 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
19 the filing of this action, as may be proven;
- 20 5. For liquidated damages in the amount equal to the unpaid minimum wage and
21 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 22 6. For compensatory damages in the amount of the hourly wage made by Employees
23 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
24 years prior to the filing of this action, as may be proven;
- 25 7. For compensatory damages in the amount of the hourly wage made by Employees
26 for each day requisite rest breaks were not provided or were deficiently provided and where no
27 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
28 be proven;

- 1 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
2 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 3 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 4 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 5 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 6 12. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 7 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 8 14. For restitution for unfair competition pursuant to Business & Professions Code
9 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 10 15. For restitution and/or damages for all amounts unlawfully withheld from the wages
11 for all class members in violation of Labor Code § 204, as may be proven;
- 12 16. For restitution and/or damages for all amounts unlawfully withheld from the wages
13 for all class members in violation of Labor Code § 221, as may be proven;
- 14 17. For compensatory damages in the amount of all previously unreimbursed business
15 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
16 from four (4) years prior to the original filing of this action, as may be proven;
- 17 18. For an order enjoining Defendants and their agents, servants, and employees, and
18 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
19 duties adumbrated in this Complaint;
- 20 19. For all general, special, and incidental damages as may be proven;
- 21 20. For an award of pre-judgment and post-judgment interest;
- 22 21. For an award providing for the payment of the costs of this suit;
- 23 22. For an award of attorneys' fees; and
- 24 23. For such other and further relief as this Court may deem proper and just.

25
26 DATED: April 10, 2026

BENOWITZ LAW CORPORATION

27 By 
28 Louis Benowitz
Attorneys for Plaintiffs JOANNA GOSLIN
and ELIZABETH HALL and the putative class

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DATED: April 10, 2026

LAW OFFICE OF CARLY NESE

By /s/ Carly Nese
Carly Nese
Attorneys for Plaintiffs JOANNA GOSLIN
and ELIZABETH HALL and the putative class

DATED: April 10, 2026

D.LAW, INC.

By /s/ Roman Shkodnik
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs
NARINE MADATYAN, ARSINEH
TOPALIANFARD, and MIKI APODACA
and the putative class

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

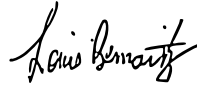
DATED: April 10, 2026

D.LAW, INC.

By /s/ Roman Shkodnik
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs
NARINE MADATYAN, ARSINEH
TOPALIANFARD, MIKI APODACA and
the putative class

DATED: April 10, 2026

BENOWITZ LAW CORPORATION

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JOANNA GOSLIN and ELIZABETH
HALL and the putative class

DATED: April 10, 2026

LAW OFFICE OF CARLY NESE

By /s/ Carly Nese
Carly Nese
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JOANNA GOSLIN and ELIZABETH
HALL and the putative class