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Superior Court of California
County of Sacramento

12/08/2025

By: E. Leon Barrientos Deputy

*Attorneys for Plaintiff CRYSTAL V. ALVA and on
behalf of all others similarly situated and aggrieved*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CRYSTAL V. ALVA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA CAREGIVERS HOME
HEALTHCARE, LLC., a California limited
liability company doing business as
CALIFORNIA CAREGIVERS; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24CV012865

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

1. FAILURE TO PAY OVERTIME
WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL
PERIODS;
4. FAILURE TO PROVIDE REST
PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE ATTORNEYS'
GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1 AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff CRYSTAL V. ALVA, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 CALIFORNIA CAREGIVERS HOME HEALTHCARE, LLC., a California limited liability
7 company doing business as CALIFORNIA CAREGIVERS, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“CALIFORNIA CAREGIVERS” and
9 collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of
10 Plaintiff and all other current and former non-exempt California employees employed by or formerly
11 employed by Defendants (“Class Members”).

12 This is also a representative action, pursuant to the Labor Code Private Attorneys General
13 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any
14 of its respective subsidiaries or affiliated companies within the State of California as a proxy of the
15 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
16 Plaintiff and all other current and former non-exempt employees of Defendants working within the
17 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
18 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
19 comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232,
20 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198.5, 1527, 3366, 3457, and
21 8397.4., among others, California Code of Regulations, Title 8, Sections 3395, Business and
22 Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as
23 applicable Wage Orders. Plaintiff seeks to represent all employees of CALIFORNIA
24 CAREGIVERS, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and
25 affiliates working within three years preceding the date of filing Notice with the LWDA and
26 continuing past the LWDA Notice filing date into perpetuity (“Civil Penalty Period”). On all other
27 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants
28 working within the Civil Penalty Period. Collectively, those employees shall be known as

1 “Aggrieved Employees” herein.

2 **PARTIES**

3 **A. Plaintiff**

4 2. Plaintiff CRYSTAL V. ALVA is a resident of the State of California. At all relevant
5 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
6 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, taking care
7 of patients. Plaintiff is informed and believes that Plaintiff worked for Defendants from
8 approximately February of 2023 through at least February of 2024.

9 **B. Defendants**

10 3. Plaintiff is informed and believes and based thereon alleges that defendant
11 CALIFORNIA CAREGIVERS is, and at all times relevant hereto was, a limited liability company
12 organized and existing under and by virtue of the laws of the State of California and doing business
13 in the County of Sacramento, State of California.

14 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
16 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
17 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
18 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
19 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
20 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
21 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
22 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
23 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
24 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
25 include CALIFORNIA CAREGIVERS, and any of their parent, subsidiary, or affiliated companies
26 within the State of California and DOES 1 through 100 identified herein.

27 **JOINT LIABILITY ALLEGATIONS**

28 5. Plaintiff is informed and believes and based thereon alleges that all the times

1 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
2 representative, joint venture or co-conspirator of each of the other defendants, either actually or
3 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
4 employment, joint venture, and conspiracy.

5 6. All of the acts and conduct described herein of each and every corporate defendant
6 was duly authorized, ordered, and directed by the respective and collective defendant corporate
7 employers, and the officers and management-level employees of said corporate employers. In
8 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
9 their said employees, agents, and representatives, and each of them; and upon completion of the
10 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
11 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
12 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
13 aforementioned corporate employees, agents and representatives.

14 7. Plaintiff is informed and believes, and based thereon allege, that there exists such a
15 unity of interest and ownership between Defendants, and each of them, that their individuality and
16 separateness have ceased to exist.

17 8. Plaintiff is informed and believes, and based thereon alleges that despite the
18 formation of the purported corporate existence of CALIFORNIA CAREGIVERS, and DOES
19 through 100, and each of them, due to, but not limited to, the following reasons:

20 (1) The Alter Ego Defendants are completely dominated and controlled by the
21 Individual Defendants who personally committed the wrongful and illegal acts and
22 violated the laws as set forth in this Complaint, and who has hidden and currently
23 hide behind the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or
24 accomplish some other wrongful or inequitable purpose;

25 (2) The Individual Defendants derive actual and significant monetary benefits by
26 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
27 Defendants as the funding source for the Individual Defendants' own personal
28 expenditures;

1 (3) Plaintiff is informed and believes and thereon alleges that the Individual
2 Defendants and the Alter Ego Defendants, while really one and the same, were
3 segregated to appear as though separate and distinct for purposes of perpetrating a
4 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;

6 (4) Plaintiff is informed and believes and thereon alleges that the business affairs
7 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant
8 times mentioned herein were, so mixed and intermingled that the same cannot
9 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
10 Defendants are, and at all relevant times mentioned herein were, used by the
11 Individual Defendants as mere shells and conduits for the conduct of certain of their,
12 and each of their affairs. The Alter Ego Defendants are, and at all relevant times
13 mentioned herein were, the alter egos of the Individual Defendants;

14 (5) The recognition of the separate existence of the Individual Defendants and
15 the Alter Ego Defendants would promote injustice insofar that it would permit
16 defendants to insulate themselves from liability to Plaintiff for violations of the Civil
17 Code, Labor Code, and other statutory violations. The corporate existence of these
18 defendants should thus be disregarded in equity and for the ends of justice because
19 such disregard is necessary to avoid fraud and injustice to Plaintiff herein;

20 (6) Accordingly, the Alter Ego Defendants constitute the alter ego of the
21 Individual Defendants (and vice versa), and the fiction of their separate corporate
22 existence must be disregarded;

23 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
24 thereon alleges that Defendants, and each of them, are joint employers.

25 **JURISDICTION**

26 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
27 of Civil Procedure section 410.10.

28 11. Venue is proper in Sacramento County, California pursuant to Code of Civil

1 Procedure sections 392, et seq. because, among other things, Sacramento County is where the causes
2 of action complained of herein arose; the county in which the employment relationship began; the
3 county in which performance of the employment contract, or part of it, between Plaintiff and
4 Defendants was due to be performed; the county in which the employment contract, or part of it,
5 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
6 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
7 and Class Members in Sacramento County, and because Defendants employ numerous Class
8 Members in Sacramento County.

9 12. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
10 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
11 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
12 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
13 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
14 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
15 Penalty Period.

16 13. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
17 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
18 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
19 PAGA allegations described herein is not required.

20 14. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
21 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5,
22 432.7, 432.8, 1102.5, 1197.5, 1198.5, 1527, 3366, 3457, and 8397.4, among others, California Code
23 of Regulations, Title 8, Sections 3395, Business and Professions Code sections 16600, 16700, and
24 17200, Government Code section 12952, as well as applicable Wage Orders.

25 15. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
26 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
27 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

16. On or around June 20, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various provisions of the Labor Code, including those provisions herein-described, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

17. Plaintiff also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on June 20, 2024 by certified mail with return receipt requested (the "PAGA Notice").

18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the June 20, 2024 postmarked date of Plaintiff's PAGA Notice.

FACTUAL BACKGROUND

19. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to drive between client locations during their shifts without compensation for travel time at their regular rate of pay, to complete required client documentation, charting, and reporting tasks off the clock, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all

1 forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
2 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
3 where overtime was worked and the additional compensation was earned for the purpose of
4 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
5 manipulation of time entries to the detriment of Plaintiff and Class Members.

6 20. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
8 or some of them, in violation of California state wage and hour laws as a result of, among other
9 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
10 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
11 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
12 to work and leave late work without being able to clock in for all that time, to drive between client
13 locations during their shifts without compensation for travel time at their regular rate of pay, to
14 complete required client documentation, charting, and reporting tasks off the clock, to complete
15 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
16 and continue working, to clock out for rest periods, to attend company meetings off the clock, to
17 make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries;
18 editing and/or manipulation of time entries to show less hours than actually worked; failing to pay
19 split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and Class
20 Members.

21 21. For at least four (4) years prior to the filing of this Action and continuing to the
22 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
23 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
24 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
25 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
26 for such unprovided meal periods as required by California wage and hour laws.

27 22. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or

1 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
2 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
3 California wage and hour laws.

4 23. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
6 full amount of their wages owed to them upon termination and/or resignation as required by Labor
7 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
8 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

9 24. For at least one (1) year prior to the filing of this Action and continuing to the present,
10 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
11 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
12 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate; and other such information as required by Labor Code section
14 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
15 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

16 25. For at least one (1) year prior to the filing of this action and continuing to the present,
17 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
18 amount of their wages for labor performed in a timely fashion as required under Labor Code section
19 204.

20 26. For at least three (3) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
22 costs incurred in laundering mandatory work uniforms; and mileage and/or gas costs incurred in
23 driving personal vehicles for work-related purposes.

24 27. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
26 employees or former employees within the State of California with compensation at their final rate
27 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

28 28. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
2 employees or former employees within the State of California with the rights provided to them under
3 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

4 29. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
5 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
6 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
7 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
8 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
9 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the
10 proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

11 30. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
12 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
13 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
14 appropriate and effective means to prevent further violations, as well as all monies owed but
15 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
16 restitution of amounts owed.

17 **CLASS ACTION ALLEGATIONS**

18 31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
19 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
20 and former non-exempt employees of Defendants within the State of California at any time
21 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time of final
22 judgment in this action (collectively referred to as "Class Members").

23 32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
24 to amend or modify the class description with greater specificity, further divide the defined class
25 into subclasses, and to further specify or limit the issues for which certification is sought.

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

1 **A. Numerosity**

2 34. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
5 Members employed by Defendants within the State of California.

6 35. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 36. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

13 (1) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay
14 all hours worked at a proper overtime rate of pay?

15 (2) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to
16 pay for all other time worked at the employee's regular rate of pay and a rate of pay
17 that is greater than the applicable minimum wage?

18 (3) Did Defendants violate Labor Code section 512 by not authorizing or
19 permitting Class Members to take compliant meal periods?

20 (4) Did Defendants violate Labor Code section 226.7 by not providing Class
21 Members with additional wages for missed or interrupted meal periods?

22 (5) Did Defendants violate applicable Wage Orders by not authorizing or
23 permitting Class Members to take compliant rest periods?

24 (6) Did Defendants violate Labor Code section 226.7 by not providing Class
25 Members with additional wages for missed rest periods?

26 (7) Did Defendants violate Labor Code sections 201 and 202 by failing to pay
27 Class Members upon termination or resignation all wages earned?

28 (8) Are Defendants liable to Class Members for waiting time penalties under

Labor Code section 203?

(9) Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

(10) Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?

(11) Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

(12) Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

(13) Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

(14) Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

(15) Are Class Members entitled to costs and attorneys' fees?

(16) Are Class Members entitled to interest?

C. Typicality

37. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

38. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

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40. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

(Failure to Pay Overtime Wages – Against All Defendants)

42. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

44. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

45. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more

1 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
2 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
3 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
4 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
5 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
6 early to work and leave late work without being able to clock in for all that time, to drive between
7 client locations during their shifts without compensation for travel time at their regular rate of pay,
8 to complete required client documentation, charting, and reporting tasks off the clock, to complete
9 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
10 and continue working, to clock out for rest periods, to attend company meetings off the clock, to
11 make phone calls off the clock, to drive off the clock, and/or go through security screenings and/or
12 temperature checks off the clock; failing to include all forms of remuneration, including non-
13 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
14 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
15 additional compensation was earned for the purpose of calculating the overtime rate of pay; and/or
16 detrimental rounding of employee time entries, editing and/or manipulation of time entries to the
17 detriment of Plaintiff and Class Members.

18 46. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
19 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
20 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
21 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
22 applicable IWC Wage Orders, and California law.

23 47. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
24 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
25 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
26 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

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1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 48. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 49. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 50. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
8 Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 51. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
12 their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees
13 to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to
14 come early to work and leave late work without being able to clock in for all that time, to drive
15 between client locations during their shifts without compensation for travel time at their regular rate
16 of pay, to complete required client documentation, charting, and reporting tasks off the clock, to
17 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
18 meal periods and continue working, to clock out for rest periods, to attend company meetings off
19 the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee
20 time entries; editing and/or manipulation of time entries to show less hours than actually worked;
21 failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff
22 and Class Members.

23 52. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
25 for all hours worked or otherwise due.

26 53. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
27 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
28 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated

1 damages, reasonable attorneys' fees and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **(Failure to Provide Meal Periods – Against All Defendants)**

4 54. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 55. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

8 56. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
9 employ an employee for a work period of more than five (5) hours without a timely meal break of
10 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
11 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
12 per day without providing the employee with a second timely meal period of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties.

14 57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
16 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
17 compensation for each workday that the meal period is not provided.

18 58. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
20 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
21 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
22 Class Member's regular rate of compensation on the occasions that Class Members were not
23 provided compliant meal periods.

24 59. By their failure to provide Plaintiff and Class Members compliant meal periods as
25 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
26 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
27 violated the provisions of Labor Code section 512 and applicable Wage Orders.

28 60. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
2 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

3 61. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
4 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
5 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
6 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

7 **FOURTH CAUSE OF ACTION**

8 **(Failure to Provide Rest Periods – Against All Defendants)**

9 62. Plaintiff realleges and incorporates by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

11 63. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by applicable Wage Orders.

13 64. California law and applicable Wage Orders require that employers “authorize and
14 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
15 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
16 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
17 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
18 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
19 thirty (30) minutes of paid rest period.

20 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
21 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
22 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
23 regular rate of compensation for each work day that the rest period is not provided.

24 66. For four (4) years prior to the filing of the Complaint in this Action through the
25 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
26 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
27 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
28 Member's regular rate of compensation on the occasions that Class Members were not authorized

1 or permitted to take compliant rest periods.

2 67. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
3 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
4 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
5 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

6 68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
8 owed for rest periods that they were not authorized or permitted to take.

9 69. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
10 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
11 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
12 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

13 **FIFTH CAUSE OF ACTION**

14 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

15 70. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 71. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
19 Wage Orders.

20 72. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
21 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
22 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
23 discharge immediately upon termination. Class Members who resigned were entitled to payment of
24 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
25 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
26 unpaid at the time of resignation.

27 73. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
28 years before the filing of the Complaint in this Action through the present, Defendants, due to the

1 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
2 Members all wages earned prior to resignation or termination in accordance with Labor Code
3 sections 201 or 202.

4 74. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
5 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
6 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
7 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
8 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
9 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
10 or resignation.

11 75. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
12 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
13 resignation, until paid, up to a maximum of thirty (30) days.

14 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
15 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
16 prior to termination or resignation.

17 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
18 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
19 waiting time penalties, interest, and their costs of suit, as well.

20 **SIXTH CAUSE OF ACTION**

21 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

22 78. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 79. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

26 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
27 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
28 statement that accurately reflects, among other things, gross wages earned; total hours worked; net

1 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate; among other things.

3 81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
4 before the filing of the Complaint in this Action through the present, Defendants failed to comply
5 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
6 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
7 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
8 all applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate; among other things.

10 82. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
11 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
12 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
13 provided wage statements that Defendants knew were not accurate.

14 83. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
15 suffered injury. The absence of accurate information on Class Members' wage statements at times
16 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
17 mathematical computations to determine the amount of wages owed; causes difficulty and expense
18 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
19 about wages and amounts deducted from wages to state and federal governmental agencies, among
20 other things.

21 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
22 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
23 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
24 period, not to exceed an aggregate \$4,000.00 per employee.

25 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
26 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys'
28 fees, and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

3 86. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
4 incorporate each by reference as though fully set forth hereat.

5 87. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

7 88. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
9 during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
11 month.”

12 89. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 90. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants employed policies
21 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
22 Labor Code section 204.

23 91. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
24 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
26 for each subsequent violation in connection with each payment that was made in violation of Labor
27 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

28 92. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and

1 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
2 interest, and their costs of suit, as well.

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of Labor Code § 2802 – Against All Defendants)**

5 93. Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 94. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

9 95. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
10 his or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties . . .”

12 96. During that time period, Plaintiff is informed and believes, and based thereon alleges
13 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
14 Members for those losses and/or expenditures.

15 97. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
16 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
17 herein-described losses and/or expenditures.

18 98. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
19 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
20 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
21 costs of suit.

22 **NINTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 227.3 – Against All Defendants)**

24 99. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs of this Complaint as though fully set forth hereon.

26 100. According to Labor Code section 227.3, whenever a contract of employment or
27 employer policy provides for paid vacations, and an employee is terminated without having taken
28 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in

1 accordance with such contract of employment or employer policy respecting eligibility or time
2 served.

3 101. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
4 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
5 that Plaintiff's employment contract with Defendants included paid vacations.

6 102. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
8 employees or former employees within the State of California with compensation at their final rate
9 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

10 103. As a proximate result of Defendants' failure to pay vested vacation at the final rate
11 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
12 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
13 their final rate of pay, as set out in Defendants' policy or the contract of employment between
14 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

15 104. As a further proximate result of Defendants' above-described acts and/or omissions,
16 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
17 prejudgment interest.

18 **TENTH CAUSE OF ACTION**

19 **(Unfair Competition – Against All Defendants)**

20 105. Plaintiff realleges and incorporates by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 106. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
23 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
24 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
25 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
26 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
27 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
28 employees within the State of California with the rights provided to them under the Healthy

1 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
2 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
3 advantage over other comparable companies doing business in the State of California that comply
4 with their obligations to compensate employees in accordance with the Labor Code.

5 107. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
6 Members have suffered injury in fact and lost money or property.

7 108. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
8 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
9 Code and requiring the establishment of appropriate and effective means to prevent further
10 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
11 including interest thereon, in which they had a property interest and which Defendants nevertheless
12 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
13 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
14 by their failure to comply with the Labor Code.

15 109. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
16 Procedure section 1032 and interest under Civil Code section 3287.

17 **ELEVENTH CAUSE OF ACTION**

18 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

19 110. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
20 preceding paragraphs as though fully set forth hereat.

21 **Civil Penalties Under Labor Code § 210**

22 111. At all relevant times herein, Labor Code section 204, requires and required that:
23 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
24 between the 16th and 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
26 between the 1st and 10th day of the following month.”

27 112. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
3 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
4 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
5 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 113. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
8 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
9 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
11 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
12 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
13 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
14 violation in connection with each payment that was made in violation of Labor Code section 204.

15 Civil Penalties Under Labor Code § 210

16 114. At all relevant times herein, Labor Code section 204, requires and required that:
17 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
18 between the 16th and 26th day of the month during which the labor was performed, and labor
19 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
20 between the 1st and 10th day of the following month.”

21 115. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

28 116. At all relevant times herein, Defendants have had a consistent policy or practice of

1 failing to pay Aggrieved Employees during their employment on a timely basis as per Labor Code
2 section 204. Thus, pursuant to Labor Code section 210, Aggrieved Employees are entitled to recover
3 civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
4 dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two
5 hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection
6 with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

8 117. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
10 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
11 wages earned; the name and address of each employer with whom they have been placed to work;
12 all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
14 entity securing the employer's services if the employer is a farm labor contractor; and other such
15 information as required by Labor Code section 226, subdivision (a).

16 118. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
17 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
18 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
19 violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

21 119. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law."

23 120. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
24 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements
25 that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all
26 applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate
27 in effect during the pay period; the legal name of the employer and/or the name and address of the
28 legal entity securing the employer's services if the employer is a farm labor contractor; and other

1 such information as required by Labor Code section 226, subdivision (a).

2 121. Pursuant to Labor Code section 226.3, Aggrieved Employees are entitled to recover
3 civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount
4 of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial
5 violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each
6 subsequent violation.

7 Violation of Labor Code § 558

8 122. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
9 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
10 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
11 penalty as follows:

12 123. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
13 pay period for which the employee was underpaid in addition to an amount sufficient to recover
14 underpaid wages;

15 124. For each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid in addition to an amount
17 sufficient to recover underpaid wages;

18 125. Wages recovered pursuant to this section shall be paid to the affected employee."

19 126. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
21 causing Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay
22 applicable to their employment, allowances claimed as part of the minimum wage, the regular
23 payday designated by employer, the name of the employer, including any "doing business as" names
24 used, the name, address, and telephone number of the workers' compensation insurance carrier,
25 information regarding paid sick leave, and other pertinent information.

26 127. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 558, Aggrieved Employees are entitled to recover civil penalties for
28 Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each

1 Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for each
2 Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

4 128. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
5 every person employing labor in California to “[a]llow any member of the commission or the
6 employees of the Division of Labor Standards Enforcement free access to the place of business or
7 employment of the person to secure any information or make any investigation that they are
8 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
9 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
10 or papers of the person.”

11 129. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
12 every person employing labor in California to “[k]eep a record showing the names and addresses of
13 all employees employed and the ages of all minors.”

14 130. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
15 every person employing labor in California to “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
18 piece rate paid to, employees employed at the respective plants or establishments. These records
19 shall be kept in accordance with rules established for this purpose by the commission, but in any
20 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
21 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
22 earned.”

23 131. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
24 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
25 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
26 member of the commission or employees of the division to inspect records pursuant to subdivision
27 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

28 132. Plaintiff is informed and believes, and based thereon alleges, that Defendants have

1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

5 133. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties
7 for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500)
8 per violation per Aggrieved Employee.

9 Violation of Labor Code § 1197.1

10 134. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
11 person acting either individually or as an officer, agent, or employee of another person, who pays or
12 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
13 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
14 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
15 Section 203 as follows:

16 (1) For any initial violation that is intentionally committed, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the employee is
18 underpaid. This amount shall be in addition to an amount sufficient to recover
19 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
20 penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is intentionally
24 committed. This amount shall be in addition to an amount sufficient to recover
25 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
26 penalties imposed pursuant to Section 203.

27 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
28 to Section 203, recovered pursuant to this section shall be paid to the affected

employee.”

135. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Aggrieved Employees’ minimum wages for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

136. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

137. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

138. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

139. Plaintiff is informed and believes, and based thereon alleges that Defendants, and

1 each of them, violated the Labor Code sections described herein, including, without limitation, for
2 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
3 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
4 name of the employer, including “doing business as” names used, the name, address, and telephone
5 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
6 other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5,
7 failing to provide Aggrieved Employees with the amount of paid sick leave required to be provided
8 pursuant to California and local laws.

9 140. Moreover, Plaintiff and other Aggrieved Employees within the State of California
10 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
11 connection with their herein-described claims for civil penalties.

12 141. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
13 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
14 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
15 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

16 142. Moreover, Plaintiff and other Aggrieved Employees within the State of California
17 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
18 connection with their herein-described claims for civil penalties.

19 **DEMAND FOR JURY TRIAL**

20 143. Plaintiff demands a trial by jury on all causes of action one (1) through eleven (11)
21 contained herein.

22 **PRAYER**

23 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
24 prays for judgment against Defendants as follows:

- 25 (1) An order certifying this case as a Class Action;
26 (2) An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
27 counsel as class counsel;
28 (3) Damages for all wages earned and owed, including minimum and overtime wages

1 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and
2 1199 and 227.3;

3 (4) Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

4 (5) Damages for unpaid premium wages from missed meal and rest periods under,
5 among other Labor Code sections, 512, 558.1 and 226.7;

6 (6) Penalties for inaccurate wage statements under Labor Code sections 226,
7 subdivision (e) and 558.1;

8 (7) Waiting time penalties under Labor Code sections 203 and 558.1;

9 (8) Penalties to timely pay wages under Labor Code section 210;

10 (9) Damages under Labor Code sections 2802 and 558.1;

11 (10) An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
12 1174.5, 1197.1, and 2699;

13 (11) An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
14 210, 226.3, 558, 1174.5, 1197.1, and 2699;

15 (12) Preliminary and permanent injunctions prohibiting Defendants from further
16 violating the California Labor Code and requiring the establishment of appropriate and effective
17 means to prevent future violations;

18 (13) Restitution of wages and benefits due which were acquired by means of any unfair
19 business practice, according to proof;

20 (14) Prejudgment and post-judgment interest at the maximum rate allowed by law;

21 (15) For attorneys' fees in prosecuting this action;

22 (16) For costs of suit incurred herein; and

23 (17) For such other and further relief as the Court deems just and proper.

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Dated: December 8, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
MOLLY DESARIO
BRYCE BOMMER
FAIK YETGIN

Attorneys for Plaintiff CRYSTAL V. ALVA and on behalf
of all others similarl situated and a rieve

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On December 8, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE COMPLAINT**, to be served on the following person(s) at the addresses listed:

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Attorneys for Defendant

CALIFORNIA CAREGIVERS HOME HEALTHCARE, LLC dba CALIFORNIA CAREGIVERS

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on December 8, 2025, at Los Angeles, California.



Sandy S. Acevedo