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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
12/19/2024
Clerk of the Court
BY: VERA MU
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MARIO JIMENEZ, FELIPE PARRA,
individually, and on behalf of all others similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

CHINESE HOSPITAL ASSOCIATION,
California a nonprofit corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: CGC-24-615479

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiffs Mario Jimenez (“Plaintiff Jimenez”) and Felipe Parra (“Plaintiff Parra” and
2 collectively with Plaintiff Jimenez as “Plaintiffs”), based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant Chinese Hospital Association; and
7 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay minimum
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
12 expenses, and failure to furnish accurate wage statements.

13 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
14 class action on behalf of himself and certain current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
16 below). The Class consists of Plaintiffs and all other persons who have been employed by any
17 Defendants in California as an hourly-paid, non-exempt employee during the statute of
18 limitations period applicable to the claims pleaded here.

19 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
20 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
22 Defendants who worked in California during the applicable statute of limitations period
23 (hereinafter referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and/or operate/operated an industry, business, and
25 establishment within the State of California, including San Francisco County. As such, and
26 based upon all the facts and circumstances incident to Defendants’ business in California,
27 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
28 Welfare Commission (“IWC”), and the California Business & Professions Code.



1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay at the regular rate of pay for each
10 workday a meal period violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay at the employee's
14 regular rate of pay for each workday a rest period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
27 were willful and deliberate.
28



7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

Plaintiff

8. Plaintiff Jimenez is a California resident that worked for Defendants in the County of San Francisco, State of California, as an hourly, non-exempt Housekeeper since approximately May 2020.

9. Plaintiff Parra is a California resident that worked for Defendants in the County of San Francisco, State of California, as an hourly, non-exempt Housekeeper from approximately March 2020 to approximately April 20, 2024.

10. Plaintiffs reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Chinese Hospital Association is:

- (a) A California nonprofit corporation with its principal place of business in San Francisco, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in the County of San Francisco; and
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class, and the Aggrieved Employees. Defendant suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.



1 12. Plaintiffs do not currently know the true names or capacities of the persons or
2 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
3 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
4 damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein.
5 Plaintiffs will amend this complaint to set forth the true names and capacities of these
6 Defendants when they have been ascertained, together with appropriate charging allegations, as
7 may be necessary.

8 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
9 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
10 and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in
11 the State of California.

12 14. Plaintiffs are informed and believe and thereon alleges that at all relevant times
13 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
14 and the other employees described in the class definitions below, and exercised control over
15 their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon
16 allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
17 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
18 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged
19 with some or all of the other Defendants in a joint enterprise for profit, and bore such other
20 relationships to some or all of the other Defendants so as to be liable for their conduct with
21 respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that
22 each Defendant acted pursuant to and within the scope of the relationships alleged above, that
23 each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
24 controlled, aided and abetted the conduct of all other Defendants.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 15. Plaintiff Jimenez is a California resident who worked for Defendants in the
27 County of San Francisco, State of California, as a Housekeeper during the statutory period.
28



1 Plaintiff was typically scheduled to work 5 days in a workweek, and typically in excess of 8
2 hours in a single workday.

3 16. Plaintiff Parra is a California resident who worked for Defendants in the County of
4 San Francisco, State of California, as a Housekeeper during the statutory period. Plaintiff was
5 typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single
6 workday.

7 17. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
8 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
9 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
10 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
11 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
12 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experiences
13 working for Defendants was typical and illustrative.

14 18. Throughout the statutory period, Plaintiffs, the Class, and the Aggrieved
15 Employees worked more than 8 hours in a workday and more than 40 hours in a workweek.
16 Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the
17 Aggrieved Employees for all hours worked, including all overtime wages. In those instances
18 where Plaintiffs, the Class, and the Aggrieved Employees earned non-discretionary bonuses and
19 other remuneration, Defendants failed to incorporate all remuneration when calculating the
20 correct overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay,
21 and sick day rate of pay. Defendants also regularly used a system of time rounding in a manner
22 that resulted, over a period of time, in failing to compensate Plaintiffs, the Class, and the
23 Aggrieved Employees properly for all the time they have actually worked, even though the
24 realities of Defendants' operations are such that it is possible, practical, and feasible to count
25 and pay for work time to the minute. Also throughout the statutory period, Plaintiffs, the Class,
26 and the Aggrieved Employees were required to work "off-the-clock" and uncompensated. For
27 example, Plaintiffs, the Class, and the Aggrieved Employees were required to change into their
28 uniforms before clocking in for their shifts and were not compensated for this time worked.



1 Additionally, Plaintiffs, the Class, and the Aggrieved Employees were required to wear their
2 company radios at all times, including during meal periods, and were required to respond to
3 work requests from supervisors while clocked out during purported meal periods. As a result,
4 Plaintiffs, the Class, and the Aggrieved Employees were not compensated for this time worked.
5 In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
6 records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

7 19. Throughout the statutory period, Defendants have wrongfully failed to provide
8 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
9 Defendants often required Plaintiffs, the Class, and the Aggrieved Employees to work in excess
10 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
11 duty-free meal period for every five hours of work, or without compensating Plaintiffs, the Class,
12 and the Aggrieved Employees for meal periods that were not provided by the end of the fifth
13 hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiffs, the
14 Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth
15 hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiffs,
16 the Class, and the Aggrieved Employees were often required to work during their meal periods,
17 leading to the failure to provide uninterrupted meal periods. For example, Plaintiffs, the Class,
18 and the Aggrieved Employees were required to wear their company radios at all times, including
19 during meal periods, and were required to respond to work requests from supervisors while
20 clocked out during purported meal periods. As a result, Plaintiffs, the Class, and the Aggrieved
21 Employees were not provided with uninterrupted and complete meal periods. Additionally,
22 Plaintiffs, the Class, and the Aggrieved Employees were instructed by Defendants to complete
23 work tasks before starting their meal periods, resulting in late and missed meal periods.
24 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs, the
25 Class, and the Aggrieved Employees in compliance with California law.

26 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
27 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
28 periods. Defendants often required Plaintiffs, the Class, and the Aggrieved Employees to work in



1 excess of four consecutive hours a day without Defendants authorizing and permitting them to
2 take a net 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
3 major fraction thereof), or without compensating Plaintiffs, the Class, and the Aggrieved
4 Employees for rest periods that were not authorized or permitted. Defendants also did not
5 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a rest
6 period. Moreover, Defendants did not have adequate policies or practices permitting or
7 authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor did
8 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
9 also did not have adequate policies or practices to verify whether Plaintiffs, the Class, and the
10 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
11 maintain accurate records of employee work periods, and therefore Defendants cannot
12 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
13 middle of each work period. For example, Plaintiffs, the Class, and the Aggrieved Employees
14 were required to wear their company radios at all times, including during rest periods, and were
15 required to respond to work requests from supervisors while on their purported rest periods. As a
16 result, Plaintiffs were rarely provided with compliant rest periods and were regularly required to
17 work through their rest periods. Accordingly, Defendants' policy and practice was to not
18 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in
19 compliance with California law.

20 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
21 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
22 their duties for Defendants without reimbursement. For example, Plaintiffs, the Class, and the
23 Aggrieved Employees were required to purchase uniforms such as pants and shoes, back braces,
24 and safety glasses without reimbursement. Plaintiffs, the Class, and the Aggrieved Employees
25 were also required to use their personal cell phones for work purposes such as communicating
26 with co-workers and supervisors regarding work-related issues. Plaintiffs, the Class, and the
27 Aggrieved Employees were not adequately compensated for these work-related expenses.
28



1 22. Throughout the statutory period, Defendants willfully failed and refused to timely
2 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
3 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
4 premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
5 Employees their final paychecks immediately upon termination.

6 23. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
7 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
8 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
9 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
10 were not provided in accordance with California law, correct wages for rest periods that were
11 not authorized and permitted to take in accordance with California law, and Defendant's
12 address). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the
13 Class, and the Aggrieved Employees suffered injury because, among other things:

- 14 (a) the violations led them to believe that they were not entitled to be paid
15 minimum wages, overtime wages, meal period premium wages, and rest
16 period premium wages to which they were entitled, even though they were
17 entitled;
- 18 (b) the violations led them to believe that they had been paid the minimum,
19 overtime, meal period premium, and rest period premium wages, even
20 though they had not been;
- 21 (c) the violations led them to believe they were not entitled to be paid
22 minimum, overtime, meal period premium, and rest period premium wages
23 at the correct California rate even though they were;
- 24 (d) the violations led them to believe they had been paid minimum, overtime,
25 meal period premium, and rest period premium wages at the correct
26 California rate even though they had not been;
- 27 (e) the violations hindered them from determining the amounts of minimum,
28 overtime, meal period premium, and rest period premium owed to them;



- 1 (f) in connection with their employment before and during this action, and in
2 connection with prosecuting this action, the violations caused them to have
3 to perform mathematical computations to determine the amounts of wages
4 owed to them, computations they would not have to make if the wage
5 statements contained the required accurate information;
- 6 (g) by understating the wages truly due them, the violations caused them to
7 lose entitlement and/or accrual of the full amount of Social Security,
8 disability, unemployment, and other governmental benefits;
- 9 (h) the wage statements inaccurately understated the wages, hours, and wages
10 rates to which Plaintiffs, the Class, and the Aggrieved Employees were
11 entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid
12 less than the wages and wage rates to which they were entitled.

13 Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in
14 California Labor Code § 226(e), including actual damages.

15 **CLASS ACTION ALLEGATIONS**

16 24. Plaintiffs bring certain claims individually, as well as on behalf of each and all
17 other persons similarly situated, and thus, seek class certification under California Code of Civil
18 Procedure § 382.

19 25. All claims alleged herein arise under California law for which Plaintiffs seek relief
20 authorized by California law.

21 26. The proposed Class consists of and is defined as:

22 All persons who worked for any Defendant in California as an hourly, non-
23 exempt employee at any time during the period beginning four years before the
24 filing of the initial complaint in this action and ending when notice of class
certification to the Class is sent.

25 27. At all material times, Plaintiffs were members of the Class.

26 28. Plaintiffs undertake this concerted activity to improve the wages and working
27 conditions of all Class Members.

28 29. There is a well-defined community of interest in the litigation and the Class is



1 readily ascertainable:

- 2 (a) Numerosity: The members of the Class (and each subclass, if any) are so
3 numerous that joinder of all members would be unfeasible and impractical.
4 The membership of the entire Class is unknown to Plaintiffs at this time,
5 however, the Class is estimated to be greater than 100 individuals and the
6 identity of such membership is readily ascertainable by inspection of
7 Defendants' records.
- 8 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
9 protect the interests of each Class Member with whom there is a shared,
10 well-defined community of interest, and Plaintiffs' claims (or defenses, if
11 any) are typical of all Class Members' claims as demonstrated herein.
- 12 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
13 protect the interests of each Class Member with whom there is a shared,
14 well-defined community of interest and typicality of claims, as
15 demonstrated herein. Plaintiffs have no conflicts with or interests
16 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
17 counsel, are versed in the rules governing class action discovery,
18 certification, and settlement. Plaintiffs have incurred, and throughout the
19 duration of this action, will continue to incur costs and attorneys' fees that
20 have been, are, and will be necessarily expended for the prosecution of this
21 action for the substantial benefit of each class member.
- 22 (d) Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration
24 of:
- 25 1) The interests of the members of the Class in individually
 - 26 controlling the prosecution or defense of separate actions;
 - 27 2) The extent and nature of any litigation concerning the controversy
 - 28 already commenced by or against members of the Class;

- 1 3) The desirability or undesirability of concentrating the litigation of
2 the claims in the particular forum; and
3 4) The difficulties likely to be encountered in the management of a
4 class action.

5 (e) Public Policy Considerations: The public policy of the State of California
6 is to resolve the California Labor Code claims of many employees through
7 a class action. Indeed, current employees are often afraid to assert their
8 rights out of fear of direct or indirect retaliation. Former employees are
9 also fearful of bringing actions because they believe their former
10 employers might damage their future endeavors through negative
11 references and/or other means. Class actions provide the class members
12 who are not named in the complaint with a type of anonymity that allows
13 for the vindication of their rights at the same time as their privacy is
14 protected.

15 30. There are common questions of law and fact as to the Class (and each subclass, if
16 any) that predominate over questions affecting only individual members, including without
17 limitation, whether, as alleged herein, Defendants have:

- 18 (a) Failed to pay Class Members for all hours worked, including minimum
19 wages, and overtime wages;
20 (b) Failed to provide meal periods and pay meal period premium wages to
21 Class Members;
22 (c) Failed to authorize and permit rest periods and pay rest period premium
23 wages to Class Members;
24 (d) Failed to promptly pay all wages due to Class Members upon their
25 discharge or resignation;
26 (e) Failed to maintain accurate records of all hours Class Members worked,
27 and all meal periods Class Members took or missed;
28 (f) Failed to reimburse Class Members for all necessary business expenses;

1 and

2 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
3 result of their illegal conduct as described above.

4 31. This Court should permit this action to be maintained as a class action pursuant to
5 California Code of Civil Procedure § 382 because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for the fair and
9 efficient adjudication of the claims of the members of the Class;
- 10 (c) The members of the Class are so numerous that it is impractical to bring all
11 members of the class before the Court;
- 12 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
13 effective and economic legal redress unless the action is maintained as a
14 class action;
- 15 (e) There is a community of interest in obtaining appropriate legal and
16 equitable relief for the statutory violations, and in obtaining adequate
17 compensation for the damages and injuries for which Defendants are
18 responsible in an amount sufficient to adequately compensate the members
19 of the Class for the injuries sustained;
- 20 (f) Without class certification, the prosecution of separate actions by
21 individual members of the class would create a risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the Class which would establish incompatible standards
24 of conduct for Defendants; and/or
- 25 2) Adjudications with respect to the individual members which would,
26 as a practical matter, be dispositive of the interests of other
27 members not parties to the adjudications, or would substantially
28 impair or impede their ability to protect their interests, including but



not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiffs contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

33. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

34. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

36. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

37. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.



1 38. By virtue of the Defendants' unlawful failure to pay additional compensation to
2 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the
3 Class suffered, and will continue to suffer, damages in amounts which are presently unknown to
4 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which
5 will be ascertained according to proof at trial.

6 39. By failing to keep adequate time records required by California Labor Code §
7 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
8 compensation due Plaintiffs and the Class.

9 40. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
10 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
11 minimum wages.

12 41. California Labor Code section 204 requires employers to provide employees with
13 all wages due and payable twice a month. Throughout the statute of limitations period
14 applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month
15 at rates required by law, including minimum wages. However, during all such times,
16 Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due,
17 and failed to pay those wages twice a month.

18 42. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
19 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
20 218.5, 218.6, and 1194(a).

21 **SECOND CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Pay Overtime Wages)**

23 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 23 in this Complaint.

25 44. California Labor Code § 510 provides that employees in California shall not be
26 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
27 they receive additional compensation beyond their regular wages in amounts specified by law.

28 45. California Labor Code §§ 1194 and 1198 provide that employees in California



1 shall not be employed more than eight hours in any workday unless they receive additional
2 compensation beyond their regular wages in amounts specified by law. Additionally, California
3 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
4 by the Industrial Welfare Commission is unlawful.

5 46. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
6 hours in a workday, as employees of Defendants.

7 47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
8 overtime compensation for the hours they have worked in excess of the maximum hours
9 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
10 Class are regularly required to work overtime hours.

11 48. By virtue of Defendants' unlawful failure to pay additional premium rate
12 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
13 Class have suffered, and will continue to suffer, damages in amounts which are presently
14 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
15 ascertained according to proof at trial.

16 49. By failing to keep adequate time records required by Labor Code § 1174(d),
17 Defendants have made it difficult to calculate the full extent of overtime compensation due to
18 Plaintiffs and the Class.

19 50. Plaintiffs and the Class also request recovery of overtime compensation according
20 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
21 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
22 California Labor Code and/or other statutes.

23 51. California Labor Code § 204 requires employers to provide employees with all
24 wages due and payable twice a month. The Wage Orders also provide that every employer shall
25 pay to each employee, on the established payday for the period involved, overtime wages for all
26 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
27 Class with all compensation due, in violation of California Labor Code § 204.
28



1 **THIRD CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Meal Periods)**

3 52. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 23 in this Complaint.

5 53. Under California law, Defendants have an affirmative obligation to relieve the
6 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
7 start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal
8 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
9 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
10 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
11 violation of Section 226.7 of the California Labor Code for an employer to require any
12 employee to work during any meal period mandated under any Wage Order.

13 54. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
14 and the Class with both meal periods as required by California law. By their failure to permit
15 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
16 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
17 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
18 the applicable Wage Orders.

19 55. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
20 additional wages at the regular rate of pay for each workday he or she was not provided with all
21 required meal period(s), plus interest thereon.

22 **FOURTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

24 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 23 in this Complaint.

26 57. Defendants are required by California law to authorize and permit breaks of net 10
27 uninterrupted minutes for each four hours of work or major fraction thereof (i.e. more than two
28 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the



1 employer permit and authorize all employees to take paid rest periods of 10 minutes each for
2 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
3 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
4 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
5 the California Labor Code for an employer to require any employee to work during any rest
6 period mandated under any Wage Order.

7 58. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
8 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
9 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
10 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
11 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
12 of the California Labor Code and the applicable Wage Orders.

13 59. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
14 additional wages at the regular rate of pay for each workday he or she was not provided with all
15 required rest break(s), plus interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

18 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 23 in this Complaint.

20 61. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
21 failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and
22 losses incurred in direct consequence of the discharge of their duties or of their obedience to
23 directions of Defendants.

24 62. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
25 expenses they paid, or which were deducted by Defendants from their wages.

26 63. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
27 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
28 2802(b).



SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

65. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

66. Within the applicable statute of limitations, the employment of Plaintiffs and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

67. Defendants' failure to pay Plaintiffs and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

68. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

69. Plaintiffs and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

1 70. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the
2 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
3 incurred in this action.

4 **SEVENTH CAUSE OF ACTION**

5 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
6 **Compliant Wage Records)**

7 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
8 1 through 23 in this Complaint.

9 72. At all material times set forth herein, California Labor Code § 226(a) provides that
10 every employer shall furnish each of his or her employees an accurate itemized wage statement
11 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
12 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
13 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
14 made on written orders of the employee may be aggregated and shown as one item, (5) net
15 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
16 of the employee and the last four digits of his or her social security number or an employee
17 identification number other than a social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee.

20 73. Defendants have intentionally and willfully failed to provide employees with
21 complete and accurate wage statements. The deficiencies include, among other things, the
22 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list
23 the true "total hours worked by the employee," and the failure to list the true net wages earned.

24 74. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
25 and the Class have suffered injury and damage to their statutorily-protected rights.

26 75. Specifically, Plaintiffs and the members of the Class have been injured by
27 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
28 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage



1 statements under California Labor Code § 226(a).

2 76. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
3 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured
4 as a result of having to bring this action to attempt to obtain correct wage information following
5 Defendants' refusal to comply with many of the mandates of California's Labor Code and
6 related laws and regulations.

7 77. Plaintiffs and the Class are entitled to recover from Defendants their actual
8 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

9 78. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
10 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
11 Code § 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
14 **et seq.)**

15 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 23 in this Complaint.

17 80. Defendants, and each of them, are "persons" as defined under California Business
18 & Professions Code § 17201.

19 81. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs
21 seek to enforce important rights affecting the public interest within the meaning of Code of Civil
22 Procedure § 1021.5.

23 82. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business & Professions
25 Code §§ 17200, *et seq.*

26 83. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
27 predicated on the violation of any state or federal law. All of the acts described herein as
28 violations of, among other things, the California Labor Code, are unlawful and in violation of



1 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
2 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
3 California Business & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

5 84. Defendants' failure to pay minimum wages, and other benefits in violation of the
6 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
7 Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 85. Defendants' failure to pay overtime compensation and other benefits in violation
10 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Maintain Accurate Records of All Hours Worked**

13 86. Defendants' failure to maintain accurate records of all hours worked in accordance
14 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
15 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Provide Meal Periods**

17 87. Defendants' failure to provide meal periods in accordance with California Labor
18 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Authorize and Permit Rest Periods**

21 88. Defendants' failure to authorize and permit rest periods in accordance with
22 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
23 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

24 **Failure to Indemnify Necessary Business Expenses**

25 89. Defendants' failure to indemnify employees for necessary business expenses in
26 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
27 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
28 17200, *et seq.*



Failure to Provide Accurate Itemized Wage Statements

90. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

91. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

92. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

93. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

94. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

95. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business



practices.

96. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

97. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

98. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

99. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

100. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this 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 Section 2699.3."

101. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. On June 17, 2024, they gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific



1 provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current
2 and former aggrieved employees, including the facts and theories to support the violations.
3 Plaintiffs also paid the filing fee. Plaintiff Jimenez's PAGA case number is LWDA-CM-
4 1034415-24. Plaintiff Parra's PAGA case number is LWDA-CM-1034423-24.

5 102. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
6 Workforce Development Agency has not indicated that it intends to investigate Defendants'
7 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
8 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
9 the Labor Code described in this Complaint. These penalties include, but are not limited to,
10 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

11 103. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
12 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
13 employing labor who willfully fails to maintain accurate and complete records required by
14 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
15 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
16 begins and ends each work period. Meal periods, and total hours worked daily shall also be
17 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
18 keep total hours worked in the payroll period and applicable rates of pay.

19 104. During the time period of employment for Plaintiffs and the Aggrieved
20 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
21 by failing to maintain accurate records showing meal periods, and accurate records of the hours
22 Plaintiffs and the Aggrieved Employees worked. Defendants' failure to provide and maintain
23 records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved
24 Employees the ability to know, understand and question the accuracy and frequency of meal
25 periods and the time they actually worked. Therefore, Plaintiffs and the Aggrieved Employees
26 had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified
27 economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees
28 have suffered and continue to suffer, substantial losses related to the use and enjoyment of such



1 wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
2 Defendants to fully perform its obligation under state law, all to their respective damage in
3 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
4 Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have
5 also suffered an injury in that they were prevented from knowing, understanding, and disputing
6 the wage payments paid to them.

7 105. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
8 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
9 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
10 to be shown according to proof at trial. These penalties are in addition to all other remedies
11 permitted by law.

12 106. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
13 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
14 any action shall be entitled to an award of reasonable attorney's fees and costs."

15 **PRAYER FOR RELIEF**

16 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
17 the class claims, pray for relief and judgment against Defendants, jointly and severally, as
18 follows:

19 **Class Certification**

- 20 1. That this action be certified as a class action with respect to the First, Second,
21 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
22 2. That Plaintiffs be appointed as the representatives of the Class; and
23 3. That counsel for Plaintiffs be appointed as Class Counsel.

24 **As to the First Cause of Action**

- 25 4. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
27 minimum wages due;
28 5. For general unpaid wages as may be appropriate;



1 6. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 7. For liquidated damages;

4 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code § 1194(a); and,

6 9. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Second Cause of Action

8 10. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
10 overtime wages due;

11 11. For general unpaid wages at overtime wage rates as may be appropriate;

12 12. For pre-judgment interest on any unpaid overtime compensation commencing
13 from the date such amounts were due;

14 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California Labor Code § 1194(a); and,

16 14. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Third Cause of Action

18 15. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

20 16. For unpaid meal period premium wages as may be appropriate;

21 17. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;

23 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
24 and for costs of suit incurred herein; and

25 19. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Fourth Cause of Action

27 20. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;



- 1 21. For unpaid rest period premium wages as may be appropriate;
- 2 22. For pre-judgment interest on any unpaid compensation commencing from the date
- 3 such amounts were due;
- 4 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 5 and for costs of suit incurred herein; and
- 6 24. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Fifth Cause of Action

- 8 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
- 9 2802 and the IWC Wage Orders;
- 10 26. For general unpaid wages and reimbursement of business expenses as may be
- 11 appropriate;
- 12 27. For pre-judgment interest on any unpaid compensation commencing from the date
- 13 such amounts were due;
- 14 28. For reasonable attorneys' fees and for costs of suit incurred herein; and
- 15 29. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Sixth Cause of Action

- 17 30. That the Court declare, adjudge and decree that Defendants violated California
- 18 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
- 19 of termination of the employment;
- 20 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
- 21 employees who have left Defendants' employ;
- 22 32. For pre-judgment interest on any unpaid wages from the date such amounts were
- 23 due;
- 24 33. For reasonable attorneys' fees and for costs of suit incurred herein; and
- 25 34. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Seventh Cause of Action

27

28



1 35. That the Court declare, adjudge and decree that Defendants violated the record
2 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
3 willfully failed to provide accurate itemized wage statements thereto;

4 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

5 37. For injunctive relief to ensure compliance with this section, pursuant to California
6 Labor Code § 226(h);

7 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

8 39. For such other and further relief as the Court may deem equitable and appropriate.

9 As to the Eighth Cause of Action

10 40. That the Court declare, adjudge and decree that Defendants violated California
11 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
12 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
13 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
14 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
15 statements, and failing to indemnify necessary business expenses;

16 41. For restitution of unpaid wages to Plaintiffs and all Class Members and
17 prejudgment interest from the day such amounts were due and payable;

18 42. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

21 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure § 1021.5;

23 44. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business & Professions Code §§ 17200, *et seq.*; and,

25 45. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Ninth Cause of Action

27 46. That the Court declare, adjudge and decree that Defendants violated the California
28 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal



1 periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest
2 periods, failing to indemnify necessary business expenses, failing to pay final wages at
3 termination, and failing to furnish accurate wage statements;

4 47. For all actual, consequential and incidental losses, according to proof;

5 48. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
6 other applicable Labor Code provisions;

7 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Labor Code § 2699; and,

9 For such other and further relief as the Court may deem equitable and appropriate.

10 As to all Causes of Action

11 50. For any additional relief that the Court deems just and proper.

12
13 Dated: December 19, 2024

Respectfully submitted,

14 THE SENTINEL FIRM, APC

15
16 By:


17 Seung L. Yang
18 Tiffany Hyun
Attorneys for Plaintiff



DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: December 19, 2024

THE SENTINEL FIRM, APC

By:


Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF SAN FRANCISCO)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 355 S
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On December 19, 2024, I served the
8 foregoing document described as:

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

11 by placing ☐ (the original) ☐ (a true copy thereof) in a sealed envelope addressed as follows:

12 ☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary
13 business practices. I am readily familiar with the practice of The Sentinel Law Firm, APC's
14 practice for collecting and processing correspondence for mailing. On the same day that
15 correspondence is placed for collection and mailing, it is deposited in the ordinary course
16 of business with the United States Postal Service, in a sealed envelope with postage fully
17 prepaid.

18 ☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the
19 following email addressee(s), in accordance with:

20 ☒ the written confirmation of counsel in this action:

21 **BARTKO, ZANKEL, BUNZEL & MILLER, LLP**
22 Attorneys for Chinese Hospital Association
23 Elizabeth T. Ferguson, Esq. (eferguson@bartkolaw.com)
24 An Nguyen Ruda, Esq. (aruda@bartkolaw.com)
25 Norman Madden (nmadden@bartkolaw.com)
26 1100 Sansome Street
27 San Francisco, CA 94111

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

Executed on December 19, 2024, at Los Angeles, California.

Karen Arellano

Name


Signature