

1 Daniel J. Hyun (State Bar No. 309184)
2 daniel@torusllp.com
3 David Alami (State Bar No. 314628)
4 david@torusllp.com
5 **TORUS LLP**
6 2 Park Plaza, Suite 1260
7 Irvine, California 92614
8 Telephone: (949) 590-4122
9 Facsimile: (949) 528-2596

10 Attorneys for Plaintiff Iris Santur

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 IRIS SANTUR, an individual, on behalf of
14 herself and others similarly situated,

15 Plaintiff,

16 vs.

17 LEGACY HC, LLC; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. 25STCV01527

Assigned for all purposes to:
Hon. Elaine Lu, Dept. 9

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act

Action Filed: January 17, 2025
Trial Date: None Set

DEMAND FOR JURY TRIAL

1 Plaintiff IRIS SANTUR (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants LEGACY HC, LLC and DOES 1 through 50, inclusive (collectively, “Defendants”), and
4 alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
7 382 against Defendants, on behalf of herself individually and a putative class of all current and former
8 non-exempt employees employed by Defendants in California during the Class Period (collectively
9 the “Class” or “Class Members”). The term Class Period is defined as four (4) years prior to the filing
10 of this action to the date of class certification.

11 2. Plaintiff also brings this representative action pursuant to the Private Attorneys General
12 Act of 20024, Labor Code Sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf of herself
13 individually and other aggrieved employees who are and were employed by Defendants throughout
14 California during the PAGA Period. The term PAGA Period is defined as one (1) year prior to
15 Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development Agency
16 (“LWDA”) and Defendants until judgment.

17 3. Defendant LEGACY HC, LLC provides California clients with home healthcare
18 services.

19 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
20 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
21 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
22 Members, and contribute to Defendants’ deliberate unfair competition.

23 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
24 and continue to violate state wage and hour laws by, among other things:

- 25 (a) failing to pay all wages (including minimum, regular, overtime, and double time
26 wages);
- 27 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 28 (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;

- 1 (d) failing to provide accurate itemized wage statements;
2 (e) failure to reimburse business expenses; and
3 (f) failing to pay all wages due upon separation of employment.

4 6. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative
5 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys'
6 fees, costs, and penalties pursuant to Labor Code Sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7,
7 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and
8 California Code of Civil Procedure Section 1021.5.

9 **JURISDICTION AND VENUE**

10 7. This is a class action pursuant to California Code of Civil Procedure Section 382 and
11 representative action pursuant to Labor Code Sections 2698 *et. seq.* The monetary damages,
12 restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 8. This Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those
16 given by statutes to other courts. The statutes under which this action is brought do not specify any
17 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
18 seeks relief authorized by California law.

19 9. This Court has jurisdiction over all Defendants because, upon information and belief,
20 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
21 the California market so as to render the exercise of jurisdiction over them by the California courts
22 consistent with traditional notions of fair play and substantial justice.

23 10. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5
24 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
25 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
26 county.

27 **PARTIES**

28 11. Plaintiff is a California citizen and a resident of Los Angeles County. Defendants

1 employed Plaintiff as a non-exempt employee during the Class Period. During her employment with
2 Defendants, Plaintiff's job duties consisted of, *inter alia*, providing services at Defendants' patients'
3 homes, such as, monitoring, cleaning, bathing, feeding, cooking, and translating, and driving patients
4 to various locations. Plaintiff's employment with Defendants ended within one (1) year of the filing
5 of this action.

6 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
7 Legacy HC, LLC ("LHC") owns and operates a company that provides home healthcare services in
8 California. LHC was and is a California limited liability company. Plaintiff is informed, believes and
9 thereon alleges that LHC operates in California with its principal place of business in Los Angeles
10 County. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, LHC
11 regularly conducted and conducts business within the State of California and derives substantial
12 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
13 that, at all relevant times, LHC was and is an employer subject to California state wage and hour laws.

14 13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
15 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
16 whose employees were and are engaged throughout this county and the State of California.

17 14. Defendants continue to employ non-exempt employees within California.

18 15. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
19 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff
20 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
21 their names and capacities are ascertained.

22 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
23 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
24 times.

25 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
26 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
27 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
28 to the other Defendants.

18. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or indirectly, through agents or other persons or entities, employed or otherwise exercised control over the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

19. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

20. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

21. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ALLEGATIONS

22. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on behalf of herself and all others similarly situated who were injured by Defendants' violations of the Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during the Class Period.

23. Plaintiff's proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees employed by Defendants in the state of California within four (4) years prior to the commencement of this action to the date of class certification.

24. Plaintiff also seeks to certify the following Subclass:

Waiting Time Subclass

1 All Class Members who separated from their employment with Defendants at any time
2 within three (3) years prior to the filing of this action to the date of class certification
3 (“Subclass” or “Waiting Time Subclass”).

4 25. Members of the Class and Subclass described above will be collectively referred to as
5 “Class Members.”

6 26. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
7 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
8 investigation, discovery, and specific theories of liability.

9 27. There is a well-defined community of interest in this litigation and the proposed Class
10 and Subclass are readily ascertainable.

11 28. **Commonality:** This action has been brought and may properly be maintained as a class
12 action under the California Code of Civil Procedure Section 382 because there are common questions
13 of law and fact as to the Class Members that predominate over any questions affecting only individual
14 members including, but not limited to, the following:

- 15 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
16 regular, overtime, and double time wages) for all hours worked;
- 17 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
18 without compensation;
- 19 (c) Whether Defendants provided Plaintiff and Class Members with compliant meal
20 periods or paid compensation in lieu thereof;
- 21 (d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
22 Class Members or paid compensation in lieu thereof;
- 23 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
24 itemized wage statements;
- 25 (f) Whether Defendants failed to timely pay Class Members all wages due immediately
26 upon termination or within 72 hours of resignation;
- 27 (g) Whether Defendants failed to reimburse business expenses;
- 28 (h) Whether Defendants’ conduct was willful or reckless; and

1 (i) Whether Defendants engaged in unfair business practices in violation of Business and
2 Professions Code Sections 17200, *et seq.*

3 29. There is a well-defined community of interest. Further, Plaintiff and Class Members
4 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
5 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
6 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
7 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
8 will advance resolution of each individual Class Member's claims.

9 30. **Numerosity:** The Class Members are so numerous that joinder of all members is
10 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
11 time, on information and belief, the class is estimated to be greater than 100 individuals.

12 31. **Ascertainability:** The identities of the Class Members are readily ascertainable by
13 inspection of Defendants' employment and payroll records.

14 32. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
15 Class Members because Defendants' failure to comply with the provisions of California's wage and
16 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
17 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
18 are caused by Defendants' common course of conduct as alleged herein.

19 33. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
20 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
21 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
22 proposed class counsel, are competent and experienced in litigating large employment class actions
23 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
24 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
25 that have been and will be necessarily expended for the prosecution of this action for the substantial
26 benefit of the Class Members.

27 34. **Superiority:** The nature of this action makes use of class action adjudication superior
28 to other methods. A class action will achieve economies of time, effort, and expense as compared with

separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

35. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

36. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during her employment and continue to employ Plaintiff and other non-exempt employees within California.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum wages, wages at their regular rate of pay, and overtime wages, and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class Members regularly worked in excess of eight

1 eight (8) hours per workday, 10 hours per workday, 12 hours in a workday, and/or over 40 hours per
2 workweek. Specifically, in violation of the Labor Code and IWC Wage Orders, Defendants failed to
3 pay Plaintiff and Class Members for off-the-clock work such as receiving work-related
4 communications outside of work hours and working before and after their scheduled shifts without
5 compensation. Defendants also failed to compensate Plaintiff and Class Members for their travel time
6 when they were required to drive Defendants' clients to multiple locations such as hospitals and
7 pharmacies, including locations farther than their normal commute to work. As such, Defendants
8 failed to pay Plaintiff and other Class Members minimum, regular, overtime, and double time wages
9 for all hours worked in violation of the Labor Code and IWC Wage Orders.

10 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
11 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
12 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
13 at their regular rate of pay when they did not receive a compliant meal period. In violation of the
14 Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late,
15 interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due
16 to Defendants' work demands, understaffing, policies, and practices. Specifically, meal periods were
17 regularly missed due to the lack of staff available to relieve Plaintiff and Class Members of their work
18 duties. To the extent a meal period was taken, it was cut short and/or taken while Plaintiff and Class
19 Members were restricted to the worksite, interrupted, and/or otherwise on duty due to Defendants'
20 understaffing and work demands. In addition, Defendants failed to provide second meal periods when
21 Plaintiff and Class Members worked in excess of 10 hours in a workday. Defendants failed to
22 compensate Plaintiff and other Class Members with an additional hour of pay at their regular rate for
23 every day in which they suffered a meal period violation. As such, Defendants failed to provide
24 Plaintiff and other Class Members all required meal periods or premium pay, in violation of the Labor
25 Code and IWC Wage Orders.

26 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
27 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
28 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one

1 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
2 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide
3 compliant rest breaks to Plaintiff and Class Members due to its excessive work demands,
4 understaffing, policies, and practices as mentioned above. As such, Plaintiff and Class Members
5 regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or
6 interrupted. Defendants failed to provide second and third rest breaks when Plaintiff and Class
7 Members worked over six (6) hours and 10 hours, respectively. Further, Defendants failed to provide
8 rest breaks during the middle of each work period. Further, Defendants failed to compensate Plaintiff
9 and other Class Members with an additional hour of pay at their regular rate for every day in which
10 they suffered a rest period violation. As such, Defendants failed to provide Plaintiff and other Class
11 Members all required rest periods or premium pay, in violation of the Labor Code and IWC Wage
12 Orders.

13 42. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
14 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
15 incurred for Defendants' benefit. Specifically, Defendants required Plaintiff and Class Members to
16 use their personal cell phones to download a phone application called Alaya Care to perform their job
17 duties, to record their time, for work related communications, and to navigate to various places when
18 driving Defendants' clients without reimbursement for a reasonable portion of their cell phone bills.
19 In addition, Defendants required Plaintiff and Class Members to use their personal vehicles to drive
20 Defendants' clients to various locations without reimbursement. Accordingly, Defendants violated the
21 Labor Code and applicable IWC Wage Orders.

22 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
23 have known that Plaintiff and Waiting Time Subclass Members who separated from their employment
24 with Defendants during the statutory period were entitled to timely payment of all wages due. In
25 violation of the Labor Code and IWC Wage Orders, Plaintiff and Waiting Time Class Members did
26 not receive payment of all wages owed upon separation within the permissible time period due to,
27 *inter alia*, Defendants' failure to pay all wages including minimum, straight time, overtime, and double
28 time wages, reimbursements, and failure to pay meal and rest period premiums to Class Members.

44. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate wage statements that show all of the information required by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(AGAINST ALL DEFENDANTS)

45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

46. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

47. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages in earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

48. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

49. The IWC Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so.”

50. Labor Code Section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and

1 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
2 Section 510 and the IWC Wage Orders further require that employers pay employees double their
3 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
4 seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of
5 overtime wages at one and one half times the “regular rate of pay,” which includes all forms of
6 remuneration earned by the employee.

7 51. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to
8 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
9 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
10 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
11 the state or local minimum wage, whichever is higher, for any hour of work.

12 52. Labor Code Section 1194 requires that employers pay employees at least the legal
13 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
14 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage
15 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
16 along with interest thereon, reasonable attorneys’ fees and costs of suit.

17 53. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
18 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

19 54. Labor Code Section 1198 prohibits employers from employing for longer hours or less
20 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
21 the Labor Commissioner.

22 55. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
23 all wages due, including off-the-clock work and travel time, among other things.

24 56. In violation of California law, Defendants have knowingly and willfully refused to
25 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
26 above.

27 57. Defendants’ failure to pay Plaintiff and Class Members all earned minimum, regular,
28 overtime, and double time wages in accordance with Labor Code Sections 204, 206, 510, 1182.12,

1 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local minimum
2 wage ordinances in effect throughout California, Plaintiff and Class Members are entitled to recover
3 the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory penalties,
4 along with attorneys' fees and costs in amounts that will be established at trial.

5 58. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
6 conduct described herein, have committed an "intentional theft of wages in an amount greater than
7 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
8 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
9 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
10 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
11 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
12 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
13 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
14 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
15 California Penal Code section 496(c).

16 **SECOND CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 60. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7
22 and 512, and the applicable IWC Wage Orders.

23 61. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from
24 employing any person for a work period of more than five (5) hours per day without providing the
25 employee with a meal period of not less than 30 minutes (commencing before the employee's fifth
26 hour of work), except that if the total work period per day is no more than six (6) hours, the meal
27 period may be waived by mutual consent of the employer and employee. A second meal period of not
28 less than 30 minutes is required if an employee works more than 10 hours per day and must begin

1 before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours,
2 the second meal period may be waived by mutual consent of the employer and employee, but only if
3 the first meal period was not waived. An employer must relieve an employee of all duties during meal
4 periods.

5 62. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
6 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
7 and counted as time worked."

8 63. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from
9 requiring any employee to work during a meal period mandated by any California statute, regulation,
10 standard or order. If an employer fails to provide an employee with a meal period in accordance with
11 state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the
12 employee one (1) additional hour of pay at the employee's regular rate of compensation for each
13 workday that the meal period is noncompliant.

14 64. During the relevant time period, Plaintiff and Class Members did not receive compliant
15 meal periods for working more than five (5) hours and/or 10 hours per workday. Specifically, meal
16 periods were late, interrupted, rounded, auto-deducted, on-duty, short, missed, and/or restricted to the
17 worksite. In addition, Defendants failed to provide second meal periods to Plaintiff and Class Members
18 when they worked in excess of 10 hours in a workday.

19 65. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
20 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and
21 the applicable IWC Wage Order.

22 66. As a result of Defendants' failure to provide compliant meal periods and pay meal
23 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
24 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
25 wages and compensation.

26 67. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
27 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
28 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and

1 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

2 68. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
3 conduct described herein, have committed an “intentional theft of wages in an amount greater than
4 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
5 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
6 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
7 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
8 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
9 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
10 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
11 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
12 California Penal Code section 496(c).

13 69. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys’
14 fees and costs from Defendants in an amount subject to proof and approved by the Court.

15 **THIRD CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
19 fully set forth herein.

20 71. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7
21 and the applicable IWC Wage Orders.

22 72. The IWC Wage Orders require employers to authorize and permit all employees to take
23 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

24 73. If an employer fails to provide an employee with a rest period in accordance with
25 California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay
26 the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each
27 workday that the rest period is noncompliant.

28 74. During the relevant time period, Defendants did not implement a compliant rest break

1 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest
2 period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted,
3 missed, late, shortened, on-duty, and/or restricted to the worksite.

4 75. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
5 rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the
6 applicable IWC Wage Order.

7 76. As a result of Defendants' failure to provide compliant rest periods and pay rest period
8 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
9 Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
10 and compensation.

11 77. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
12 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
13 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
14 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

15 78. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
16 conduct described herein, have committed an "intentional theft of wages in an amount greater than
17 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
18 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
19 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
20 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
21 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
22 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
23 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
24 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
25 California Penal Code section 496(c).

26 79. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
27 fees and costs from Defendants in an amount subject to proof and approved by the Court.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 81. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

7 82. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment
8 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
9 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
10 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
11 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
12 identification number of the employee, (8) the name and address of the legal entity that is the
13 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
14 at each hourly rate.

15 83. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a
16 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
17 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
18 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
19 an award of costs and attorneys' fees.

20 84. During the relevant time period, Defendants have knowingly and intentionally failed
21 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and
22 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
23 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
24 pay period, and the corresponding number of hours worked at each hourly rate.

25 85. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
26 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
27 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
28 Labor Code Section 226(a) because they were denied both their legal right to receive, and their

1 protected interest in receiving, accurate itemized wage statements under California Labor Code
2 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
3 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
4 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
5 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
6 ability to demand and recover the underpayment of wages from Defendants.

7 86. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
8 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
9 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
10 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
11 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
12 according to proof at trial.

13 87. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
14 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
15 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

16 **FIFTH CAUSE OF ACTION**

17 **WAITING TIME PENALTIES**

18 **(AGAINST ALL DEFENDANTS)**

19 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 89. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,
22 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
23 Waiting Time Subclass Members.

24 90. Labor Code Section 201 requires that if an employer discharges an employee, the
25 wages earned and unpaid at the time of discharge are due and payable immediately.

26 91. Labor Code Section 202 requires that if "an employee not having a written contract for
27 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
28 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or her wages at the time of quitting.

2 92. Labor Code Section 203 provides that if an employer willfully fails to pay, without
3 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
4 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
5 action therefor is commenced, but that the wages shall not continue for more than 30 days per
6 employee.

7 93. During the relevant time period, Defendants willfully failed to pay Waiting Time
8 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
9 regular, overtime, and double time compensation, premium compensation, and/or reimbursements
10 either at the time of discharge or within 72 hours of leaving Defendants' employ.

11 94. As a result of Defendants' failure to timely pay all wages owed to Waiting Time
12 Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Waiting Time Subclass
13 Members are entitled to recover Waiting time penalties, prejudgment interest, attorneys' fees, and
14 costs in amounts that will be established at trial.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

17 **(AGAINST ALL DEFENDANTS)**

18 95. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
19 fully set forth herein.

20 96. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800
21 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
22 with respect to Plaintiff and Class Members.

23 97. Labor Code Section 2800 requires employers to indemnify employees for losses caused
24 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
25 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
26 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
27 own negligence.

28 98. Labor Code Section 2802(a) requires that employers indemnify and reimburse

1 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
2 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
3 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)
4 authorizes employees to recover in a court action interest which shall accrue from the date on which
5 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes
6 employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also
7 recover attorneys' fees and costs.

8 99. During the relevant time period, Defendants required Plaintiff and Class Members to
9 use their personal cell phones and vehicles for work without proper reimbursement in violation of
10 Labor Code Sections 2800 and 2802.

11 100. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
12 Members for all business and work-related costs, expenditures, losses and expenses in accordance
13 with Labor Code Sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
14 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
15 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF THE UNFAIR COMPETITION LAW**

18 **(AGAINST ALL DEFENDANTS)**

19 101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 102. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
22 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
23 public interest within the meaning of Code of Civil Procedure Section 1021.5.

24 103. Defendants' activities, as alleged herein, violate California law and constitute unlawful
25 business acts or practices in violation of California Business and Professions Code Sections 17200, *et*
26 *seq.*

27 104. A violation of Business and Professions Code Sections 17200, *et seq.* may be
28 predicated on the violation of any state or federal law.

1 105. Defendants' policies and practices have violated state law in at least the following
2 respects:

- 3 (a) Failing to pay all minimum, regular, overtime, and double time wages due to Plaintiff
4 and Class Members in violation of Labor Code Sections 204, 206, 510, 1182.12, 1194,
5 1194.2, 1197, 1198;
- 6 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
7 wages for every day in which a meal period was not provided in violation of Labor
8 Code Sections 226.7 and 512;
- 9 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
10 premium wages for every day in which a rest break was not authorized or permitted in
11 violation of Labor Code Section 226.7;
- 12 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
13 in violation of Labor Code Section 226;
- 14 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
15 upon separation of employment in violation of Labor Code Sections 201, 202 and 203;
16 and
- 17 (f) Failing to reimburse business expenses in violation of Labor Code Sections 2800 and
18 2802.

19 106. Defendants intentionally avoided paying Plaintiff and Class Members wages and
20 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
21 undercut their competitors and establish and gain a greater foothold in the marketplace.

22 107. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff
23 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
24 Defendants during a period that commences four (4) years prior to the filing of this action; an award
25 of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and
26 an award of costs.

27 108. Plaintiff and Class Members are entitled to an injunction, restitution, and other
28 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class

Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code Sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

109. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

110. California Labor Code Section 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.”

111. On December 31, 2024, Plaintiff gave written notice of the specified provisions alleged to have been violated by Defendants including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 and paid the filing fee. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations’ website. In this civil action, Plaintiff seeks to recover penalties under Labor Code Section 2699 pursuant to Section 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code Sections 210, 226.3, 558(a), 1197.1, and 2699(f)(2).

112. The statute of limitations is tolled while a plaintiff exhausts his or her administrative remedies with the LWDA prior to suit, which is required by Labor Code Section 2699.3(d).

113. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code Section 1174(d). Pursuant to California Labor Code Section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code Section 1174 is subject to a penalty under Section 1174.5. Pursuant to the applicable IWC

1 Order Section 7(A)(3), every employer shall keep time records showing when the employee begins
2 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
3 Additionally, pursuant to the applicable IWC Order Section 7(A)(5), every employer shall keep total
4 hours worked in the payroll period and applicable rates of pay.

5 114. Defendants' conduct violates numerous Labor Code sections, including, but not limited
6 to, the following:

- 7 (a) Violation of Labor Code Sections 201-204, 206, 210, 256, 510, 558, 1194, 1197,
8 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
9 regular, overtime, and double time wages) owed to Plaintiff and other aggrieved
10 employees during employment and upon separation of employment as herein alleged;
- 11 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to
12 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
13 meal periods as herein alleged;
- 14 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and
15 other aggrieved employees and failure to pay premium wages for missed rest periods
16 as herein alleged;
- 17 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
18 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- 19 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
20 records regarding the employment of Plaintiff and other aggrieved employees as herein
21 alleged; and
- 22 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business
23 expenses to Plaintiff and other aggrieved employees as herein alleged.

24 115. Pursuant to Labor Code Section 2699(c)(1), Plaintiff is an "aggrieved employee"
25 because she was employed by the alleged violators and personally suffered each of the alleged
26 violations committed against her, and therefore is properly suited to represent the interests of all other
27 aggrieved employees.

28 116. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to

1 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
2 above.

3 117. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein
4 pursuant to Labor Code Section 2699(g)(1).

5 **PRAYER FOR RELIEF**

6 Plaintiff, individually and on behalf of all others similarly situated and other Class Members,
7 other aggrieved employees, and the State of California, prays for relief and judgment against
8 Defendants, jointly and severally, as follows:

- 9 1. For certification of this action as a class action, including certifying the Class and
10 Subclass alleged by Plaintiff;
- 11 2. For appointment of Plaintiff Iris Santur as the class representative;
- 12 3. For appointment of Torus LLP as class counsel for all purposes;
- 13 4. For compensatory damages in an amount according to proof with interest thereon;
- 14 5. For economic and/or special damages in an amount according to proof with interest
15 thereon;
- 16 6. For damages, monetary relief, wages, premiums, benefits and penalties, including
17 interest thereon;
- 18 7. For Waiting time penalties pursuant to Labor Code Section 203;
- 19 8. For the amounts provided for in Labor Code Section 226.7;
- 20 9. For liquidated damages pursuant to Labor Code Section 1194.2;
- 21 10. For statutory penalties to the extent permitted by law, including those pursuant to the
22 Labor Code and IWC Wage Orders;
- 23 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
24 acquired by Defendants through unfair or unlawful business practices pursuant to
25 Business and Professions Code Sections 17200 *et seq.*;
- 26 12. For an order requiring Defendants to restore and disgorge all funds to each employee
27 acquired by means of any act or practice declared by this Court to be unlawful, unfair
28 or fraudulent and, therefore, constituting unfair competition under Business and

Professions Code Sections 17200, *et seq.*;

13. For permanent injunctive relief described in the UCL cause of action;

14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6 and Civil Code Sections 3287 and 3289, and applicable law;

15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;

16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226, 1194, 2802, and Code of Civil Procedure Section 1021.5;

17. For a declaratory judgment that the practices complained of herein are unlawful under California law;

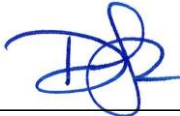
18. Such other equitable relief as the Court may deem proper;

19. For PAGA penalties; and

20. For such other relief as the Court deems just and proper.

Dated: March 13, 2025

TORUS LLP

By: 

Daniel J. Hyun

David Alami

Attorneys for Plaintiff IRIS SANTUR

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 13, 2025

TORUS LLP

By: 

Daniel J. Hyun

David Alami

Attorneys for Plaintiff IRIS SANTUR