Electronically Filed Superior Court of CA County of Contra Costa 11/9/2026 7:06 PM By: L. Smith, Deputy

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
ME BRENTWOOD, a California corporation; ME UNION CITY, a California corporation; ME FREMONT, a California corporation; (Additional Parties Attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
KIESHA DAVIS, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Contra Costa Superior Court

Wakefield Taylor Courthouse - 725 Court Street Martinez, CA 94553

CASE NUMBER:
(Número del Caso): C26-03731

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jennifer Gerstenzang, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T:(619) 255-9047

DATE: *(Fecha)* 11/9/2026 7:06 PM
Clerk, by *(Secretario)* /s/ L. Smith , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

Processed by Court on 11/12/2026 9:37 AM

SHORT TITLE:	CASE NUMBER:
Davis v. ME Brentwood, et al.	

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ME CAMPBELL, INC, a California corporation; ME SAN MATEO INC, a California corporation; ENVY CARE, a California corporation; PALO ALTO MEU, INC., a California corporation; SEI BELLA INC., a California corporation; APPLE & ORANGE INTERNATIONAL, INC., a California corporation; CHAOJU INVESTMENT, LLC, a California limited liability company; and DOES 1-50, Inclusive,

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

CEB
www.ceb.com

Electronically Filed Superior Court of CA County of Contra Costa 11/2/2026 7:46 PM By: K. Whitworth, Deputy

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

SUMMONS ISSUED

Per local Rule, This case is assigned to Judge Reyes, Benjamin T, II, for all purposes.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

KIESHA DAVIS, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

ME BRENTWOOD, a California corporation; ME UNION CITY, a California corporation; ME FREMONT, a California corporation; ME CAMPBELL, INC, a California corporation; ME SAN MATEO INC, a California corporation; ENVY CARE, a California corporation; PALO ALTO MEU, INC., a California corporation; SEI BELLA INC., a California corporation; APPLE & ORANGE INTERNATIONAL, INC., a California corporation; CHAOJU INVESTMENT, LLC, a California limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No.: C26-03731

CLASS ACTION COMPLAINT FOR:

1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;

Processed by Court on 11/9/2026 4:05 PM

9) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.
10) DISCRIMINATION ON THE BASIS OF SEX (CALIFORNIA GOVT. CODE §§12940, *ET SEQ)*;
11) SEXUAL HARASSMENT (HOSTILE WORK ENVIRONMENT);
12) RETALIATION (CALIFORNIA GOVT. CODE §§12940, *ET SEQ*);
13) FAILURE TO PREVENT DISCRIMINATION, AND HARASSMENT (CALIFORNIA GOVT. CODE §§12940, *ET SEQ*);
14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
15) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

DEMAND FOR A JURY TRIAL

PLAINTIFF KIESHA DAVIS ("PLAINTIFF"), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant ME BRENTWOOD ("Defendant ME Brentwood") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant ME UNION CITY ("Defendant ME Union City") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant ME FREMONT ("Defendant ME Fremont") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant ME CAMPBELL, INC ("Defendant ME Campbell") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

5. Defendant ME SAN MATEO INC ("Defendant ME San Mateo") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

6. Defendant ENVY CARE ("Defendant Envy Care") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. Defendant PALO ALTO MEU, INC. ("Defendant Palo Alto MEU") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. Defendant SEI BELLA INC. ("Defendant SEI Bella") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendant APPLE & ORANGE INTERNATIONAL, INC. ("Defendant Apple & Orange") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

10. Defendant CHAOJU INVESTMENT, LLC ("Defendant Chaoju Investment") is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

11. Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as "DEFENDANTS."

12. PLAINTIFF alleges there has existed a unity of interest and ownership between DEFENDANTS such that any individuality and separateness between the entities has ceased and all DEFENDANTS are referred to herein as "DEFENDANTS" and/or "DEFENDANT."

13. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers of DEFENDANTS at all relevant times. PLAINTIFF alleges there has existed a unity of interest and ownership between Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment such that any individuality and separateness between the entities has ceased. Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment are therefore alter egos of each other. Adherence to the fiction of the separate existence of DEFENDANTS would permit an abuse of the corporate privilege, and would promote injustice by protecting DEFENDANTS from liability for the wrongful acts committed by them.

14. PLAINTIFF further alleges that DEFENDANTS are the alter egos of each other for the following reasons:

a. On the California Secretary of State's website (https://businesssearch.sos.ca.gov/) Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment have the same entity address and/or mailing address and/or Agent for Service of Process;

b. On information and belief Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment utilize the same standardized employment forms and issue the same employment policies and same pay stubs;

c. On information and belief Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo,

Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment have an executive team which supervises and manage the operations of all of DEFENDANTS' massage parlor businesses, supervised and managed the finances of all of DEFENDANTS' massage parlor businesses, supervised and managed the marketing of all of DEFENDANTS' massage parlor businesses, and supervised and managed the human resources of all of DEFENDANTS' massage parlor businesses.

15. PLAINTIFF alleges that DEFENDANTS' various separate corporate entities are used by an individual or individuals, or by another corporation, to accomplish inequitable purposes, including to limit liability for the unlawful acts of DEFENDANTS.

16. PLAINTIFF alleges that there is such a unity of interest and ownership between DEFENDANTS' various corporate entities that own DEFENDANTS' massage parlor businesses and the individual or individuals, or organization controlling those corporate entities that their separate personalities no longer exist.

17. PLAINTIFF further alleges that the failure to disregard the various corporate entities would promote injustice.

18. Defendant ME Brentwood, Defendant ME Union City, Defendant ME Fremont, Defendant ME Campbell, Defendant ME San Mateo, Defendant Envy Care, Defendant Palo Alto MEU, Defendant SEI Bella, Defendant Apple & Orange, and Defendant Chaoju Investment were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as "DEFENDANTS."

19. DEFENDANTS are franchisees of massage parlors such as Massage Envy, in California, including in the County of Contra Costa, where PLAINTIFF worked.

20. PLAINTIFF was employed by DEFENDANTS in California from June of 2024 to August of 2026, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

21. PLAINTIFF 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.

22. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California class, defined as all persons who are or previously were employed Defendant ME Brentwood and/or Defendant ME Union City and/or Defendant ME Fremont and/or Defendant ME Campbell and/or Defendant ME San Mateo and/or Defendant Envy Care and/or Defendant Palo Alto MEU and/or Defendant SEI Bella and/or Defendant Apple & Orange and/or Defendant Chaoju Investment in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five million dollars ($5,000,000.00).

23. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

24. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,

inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS named in this Complaint, including DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

25. The agents, servants and/or employees of DEFENDANTS and each of them acting on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

26. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

27. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

28. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

29. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other

members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

30. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure Section 410.10 and California Business and Professions Code Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

31. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ the CALIFORNIA CLASS across California, including in this county, and committed the wrongful conduct herein alleged in this county against the CALIFORNIA CLASS.

THE CONDUCT

Wage and Hour Violations

32. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFF and the other members of the CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time

worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

33. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is evidenced by DEFENDANTS' business records.

34. From time to time during the CLASS PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which these employees are required by DEFENDANTS to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other

CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty and on call. DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. Rest Period Violations

35. From time to time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty and/or on call. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. Unreimbursed Business Expenses

36. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their duties on

behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

37. In the course of their employment, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required to use their personal cell phone, in order to perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones. As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were not limited to, costs related to the use of their personal cell phones, all on behalf of and for the benefit of DEFENDANTS.

D. Wage Statement Violations

38. California Labor Code Section 226 required an employer to furnish its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

39. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed

meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

40. Moreover, DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with wage statements that provide all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of California Labor Code section 226(a)(9).

41. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with California Labor Code Section 226.

42. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further, DEFENDANTS' violations are knowing and intentional, and were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

43. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all hours worked.

44. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift work, including but not limited to, sending and receiving work-related communications. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-clock.

45. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

46. DEFENDANTS controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS members.

47. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

48. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt employees, subject to the requirements of the California Labor Code.

49. DEFENDANTS' policies and practices deprived PLAINTIFF and the other CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

50. DEFENDANTS knew or should have known that PLAINTIFF'S and the other CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

51. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, sending and receiving work-related communications. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay

52. From time to time during the CLASS PERIOD, DEFENDANTS failed and continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members

forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

53. State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

54. The second component of PLAINTIFF'S and other CALIFORNIA CLASS members' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their performance for DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by DEFENDANTS.

55. However, from time to time, when calculating the regular rate of pay in those pay periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of

pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246, the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

56. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

G. Unlawful Deductions

57. DEFENDANTS, from time-to-time, unlawfully deducted wages from PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanation and without authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a result, DEFENDANTS violated Labor Code Section 221.

H. Timekeeping Manipulation

58. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying these employees for all

hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks.

59. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

60. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system to create the appearance that PLAINTIFF and other members of the CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees were not provided an off-duty meal break at all times. This practice is a direct result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal breaks.

61. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

I. Unlawful Rounding Practices

62. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS members for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime

worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

63. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

J. Violations for Untimely Payment of Wages

64. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period.

65. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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." PLAINTIFF and the CALIFORNIA CLASS members were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202.

66. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all CALIFORNIA CLASS members whose employment ended during the CLASS PERIOD.

/ / /

K. Sick Pay Violations

67. California Labor Code Section 246(a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, DEFENDANTS failed to have a policy or practice in place to provide PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

68. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of paid sick leave available.

L. Reporting Time Violations

69. Further, DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS Members to report to work, but were furnished less than half their scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members to engage in additional work, this sometimes resulted in a second reporting for work in a single workday. In such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time

in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

70. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday in which they were required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of $75,000.

Plaintiff's FEHA Claims

71. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee in California from June of 2024 to August of 2026, until her wrongful termination on August 7, 2026.

72. At all relevant times, PLAINTIFF was a female.

73. PLAINTIFF is informed and believes, and upon such information and belief alleges, that during PLAINTIFF'S employment with DEFENDANTS, up to and including the time of her

termination, PLAINTIFF was harassed, discriminated against, and retaliated against because of her sex and reports of sexual harassment.

74. Throughout PLAINTIFF'S employment with DEFENDANTS, PLAINTIFF was treated differently and unfairly by DEFENDANTS and its agents, all in retaliation against PLAINTIFF for various protected activities and in discrimination and harassment against PLAINTIFF on the basis of her sex. Specifically, in or around June 6, 2025, DEFENDANTS interviewed a potential employee named Kiara. During the interview, DEFENDANTS asked Kiara why she wanted to work for DEFENDANTS, to which Kiara responded that it was because she "loved" PLAINTIFF despite just meeting PLAINTIFF that same day. After Kiara was hired, and beginning on or around July of 2026, Kiara committed a series of unwanted sexual advances and acts of sexual harassment against PLAINTIFF, including but not limited to: on or around November 19, 2025: demanding a hug from PLAINTIFF; in or around December of 2025: grabbing PLAINTIFF'S shoulder; in or around December of 2025: walking past PLAINTIFF'S office and eyeing PLAINTIFF for extended periods of time; in or around December of 2025: PLAINTIFF hit accidentally hit her knee in the office and Kiara asked, "Do I make you nervous?"; on or around December 17, 2025: Kiara entered PLAINTIFF'S office, offered her money, said she wanted to take care of PLAINTIFF outside of work, and repeatedly asked PLAINTIFF to go to Napa, California with her; on or around January 13, 2026: Kiara asked PLAINTIFF "how long is too long without getting laid?"; in or around late January of 2026: Kiara grabbed PLAINTIFF'S hand without her consent and began massaging it, and continued to massage PLAINTIFF'S arms, back, and shoulders without her consent. Further, throughout PLAINTIFF'S employment, Kiara routinely stopped at PLAINTIFF'S door to stare at PLAINTIFF'S body for extended periods of time, and Kiara regularly subjected PLAINTIFF to unwanted sexual advances both verbally and physically. PLAINTIFF reported the sexual harassment to Ashley, the direct supervisor, and Bill and Linda, the owners. These reports included requests to reprimand Kiara, separate Kiara from PLAINTIFF, and schedule Kiara for different shifts than PLAINTIFF. PLAINTIFF'S reports fell on deaf ears, as did her requests to be scheduled without any overlap with Kiara. Instead, DEFENDANTS informed PLAINTIFF that they wanted her to work at the front desk, which would increase her

interactions with Kiara. Ultimately, DEFENDANTS failed to prevent sexual harassment for PLAINTIFF and instead retaliated against her for making reports of said sexual harassment. PLAINTIFF'S mental health suffered immensely due to the sexual harassment. PLAINTIFF has been diagnosed with severe anxiety and major depressive disorder, has been prescribed medication for these mental disabilities, and her symptoms have been so severe that she has experienced major sleep disruption requiring sleep studies and further medical evaluation. From around April of 2026 to August of 2026, PLAINTIFF went on medical leave for the foregoing issues that were caused by the sexual harassment. Rather than allowing PLAINTIFF to return to work, DEFENDANT wrongfully terminated PLAINTIFF'S employment on or around August 7, 2026.

75. PLAINTIFF is informed and believes, and upon such information and belief alleges, that the foregoing adverse employment actions were committed against PLAINTIFF as part of a pattern and practice by DEFENDANTS aimed at sexual discrimination, harassment and retaliation.

76. PLAINTIFF is informed and believes, and upon such information and belief alleges, that during PLAINTIFF'S employment with DEFENDANTS, PLAINTIFF was harassed, discriminated against, and retaliated against because of her sex.

77. PLAINTIFF is informed and believes and upon such information and belief alleges, that DEFENDANTS retaliated against her for protected activities, including but not limited to complaining to DEFENDANTS about the harassment and discrimination.

78. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS' conduct was part of a pattern of behavior by DEFENDANTS aimed at discrimination, harassment, and retaliation against PLAINTIFF, including for complaining about DEFENDANTS' discriminatory conduct.

79. PLAINTIFF is informed and believes, and upon such information and belief alleges that the discriminatory practices of DEFENDANTS were substantial factors in causing PLAINTIFF'S harm.

80. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions, including but not limited to, discriminatory employment practices.

81. PLAINTIFF is informed and believes, and upon such information and belief alleges, that DEFENDANTS discriminated, harassed, and retaliated against PLAINTIFF on the basis of her sex. PLAINTIFF is informed and believes, and upon such information and belief, alleges that, DEFENDANTS engaged in a pattern of behavior aimed at sexual discrimination, harassment, and retaliation against PLAINTIFF.

82. PLAINTIFF is informed and believes, and upon such information and belief alleges, that, DEFENDANTS' conduct was part of a pattern of behavior by DEFENDANTS aimed at removing employees who reported sexual harassment, discrimination, and retaliation like PLAINTIFF.

83. PLAINTIFF is informed and believes, and upon such information and belief alleges, that, DEFENDANTS' conduct in terminating PLAINTIFF was part of a pattern of behavior by DEFENDANTS aimed at removing employees who reported sexual harassment, discrimination, and retaliation like PLAINTIFF from DEFENDANTS' workforce.

84. PLAINTIFF is informed and believes and upon such information and belief alleges, that she was subjected to harassment and discrimination throughout her employment on the basis of her sex and that this created a work environment that was hostile, intimidating, offensive, oppressive and abusive.

85. PLAINTIFF is informed and believes and upon such information and belief alleges, that DEFENDANTS terminated her in retaliation for voicing concerns and protected activities, including but not limited to complaints about sexual harassment.

86. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS wrongfully terminated her for reasons that violate public policy.

87. PLAINTIFF is informed and believes, and upon such information and belief alleges that she was harmed as a result of the wrongful termination and that the unlawful, discriminatory, harassing, and retaliatory practices of DEFENDANTS were substantial factors in causing PLAINTIFF'S harm.

88. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions,

including but not limited to, retaliatory employment practices against employees who reported unlawful sexual discrimination, harassment, and retaliation.

89. On or about November 2, 2026, PLAINTIFF filed a timely complaint with the California Civil Rights Department ("CRD") (f.k.a. Department of Fair Employment and Housing) and received a right to sue letter from the CRD. (See Exhibit #1.)

CLASS ACTION ALLEGATIONS

90. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California class defined as all persons who are or previously were employed by Defendant ME Brentwood and/or Defendant ME Union City and/or Defendant ME Fremont and/or Defendant ME Campbell and/or Defendant ME San Mateo and/or Defendant Envy Care and/or Defendant Palo Alto MEU and/or Defendant SEI Bella and/or Defendant Apple & Orange and/or Defendant Chaoju Investment in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD").

91. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failure to reimburse for business expenses, failure to compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

92. The members of the class are so numerous that joinder of all class members is impractical.

93. Common questions of law and fact regarding DEFENDANTS' conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failure to provide legally compliant meal and rest periods, failure to reimburse for business expenses, failure to provide

accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

a. Whether DEFENDANTS maintained legally compliant meal period policies and practices;

b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;

c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate premium payments for missed meal and rest periods;

d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate overtime wages;

e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked;

f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA CLASS members for required business expenses;

g. Whether DEFENDANTS issued legally compliant wage statements;

h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;

i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;

j. Whether DEFENDANTS committed an act of unfair competition in violation of California Business and Professions Code Sections 17200, *et seq.* (the "UCL"), by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

94. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

95. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

96. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

97. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

98. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS members.

99. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

100. The questions of law and fact common to the CALIFORNIA CLASS members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

101. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,

b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would, as a practical matter, be dispositive of the interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

102. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

103. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

104. DEFENDANTS are each a "person" as that term is defined under California Business and Professions Code Section 17201.

105. California Business and Professions Code Sections 17200, *et seq.* (the "UCL") defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

106. By the conduct alleged herein, DEFENDANTS have engaged and continue to engage in business practices which violate California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and

2802, for which this Court should issue declaratory and other equitable relief pursuant to California Business and Professions Code Section 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

107. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business and Professions Code, including restitution of wages wrongfully withheld.

108. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally mandated meal and rest periods and the required amount of compensation for missed meal and rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary business expenses incurred, due to a systematic business practice that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California Business and Professions Code Section 17203, including restitution of wages wrongfully withheld.

109. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

110. By the conduct alleged herein, DEFENDANTS' practices were also unfair and deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as required by California Labor Code Sections 226.7 and 512.

111. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each

workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

112. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was not timely provided as required by law.

113. By and through the unlawful and unfair business practices described herein, DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all time worked, and have deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly compete against competitors who comply with the law.

114. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business practices in violation of California Business and Professions Code Sections 17200, *et seq.*

115. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

116. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

117. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a

result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

Failure To Pay Minimum Wages

(Cal. Lab. Code §§ 1194, 1197 and 1197.1)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

119. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

120. Pursuant to California Labor Code Section 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

121. California Labor Code Section 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

122. California Labor Code Section 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

123. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

124. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

125. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

126. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum wage compensation for their time worked for DEFENDANTS.

127. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a failure to pay all earned wages.

128. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them, and which will be ascertained according to proof at trial.

129. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under-compensated for their time worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

130. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

131. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties under California Labor Code Section 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 204, 510, 1194 and 1198)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

132. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

133. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

134. Pursuant to California Labor Code Section 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

135. California Labor Code Section 510 provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

136. California Labor Code Section 1194 establishes an employee's right to recover unpaid wages, including minimum and overtime compensation and interest thereon, together with the costs of suit. California Labor Code Section 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

137. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

138. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

139. In committing these violations of the California Labor Code, DEFENDANTS inaccurately recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California

Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

140. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct overtime compensation for their time worked for DEFENDANTS.

141. California Labor Code Section 515 sets out various categories of employees who are exempt from the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude the causes of action contained herein in this Complaint. Rather, PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of California.

142. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting a failure to pay all earned wages.

143. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business records and witnessed by employees.

144. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them, and which will be ascertained according to proof at trial.

145. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime worked.

146. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

147. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties under California Labor Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

/ / /

FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

148. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

149. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

150. DEFENDANTS further violated California Labor Code Section 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

151. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

152. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

153. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

154. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

155. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

156. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

157. California Labor Code Section 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

a. gross wages earned,

b. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,

e. net wages earned,

f. the inclusive dates of the period for which the employee is paid,

g. the name of the employee and his or her Social Security number, except that by January 1, 2008, only the last four digits of his or her Social Security number or an

employee identification number other than Social Security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

158. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

159. Moreover, DEFENDANTS from time to time failed to provide PLAINTIFF and other CALIFORNIA CLASS members with wage statements that provide all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of California Labor Code section 226(a)(9).

160. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

161. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars ($50.00) for the initial pay period in which the

violation occurred, and one hundred dollars ($100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars ($4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

162. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

163. California Labor Code Section 200 provides that:

> As used in this article:
>
> (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
>
> (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

164. California Labor Code Section 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

165. California Labor Code Section 202 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

166. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS members' employment contract.

167. California Labor Code Section 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

168. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

169. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code § 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

170. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

171. California Labor Code Section 2802 provides, in relevant part, that:

> An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

172. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the

CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones, within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

173. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under California Labor Code Section 2802.

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 *et seq*.)

(Alleged by PLAINTIFF against all DEFENDANTS)

174. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

175. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"

citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

176. At all relevant times, for the reasons described herein and others, PLAINTIFF and the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning of Labor Code Section 2699(c).

177. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

178. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By certified letter, return receipt requested, dated August 26, 2026, PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA") and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (See **Exhibit #2**.).

179. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

180. PLAINTIFF, and such persons who may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the PAGA, bring this Representative Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are or previously were employed by Defendant ME Brentwood and/or Defendant ME Union City and/or Defendant ME Fremont and/or Defendant ME Campbell and/or Defendant ME San Mateo and/or Defendant Envy Care and/or Defendant Palo Alto MEU and/or Defendant SEI Bella and/or Defendant Apple & Orange and/or Defendant Chaoju Investment in California

and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period beginning August 26, 2025 through the present ("PAGA PERIOD").

181. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of Labor Code Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered each of the alleged Labor Code violations committed by DEFENDANTS.

182. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the applicable IWC Wage Order.

183. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804 in the following amounts:

a. For violation of Labor Code Sections 201, 202, 203, and 204, up to ($200) per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code Section 2699(f)];

b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two hundred fifty dollars ($250) for each AGGRIEVED EMPLOYEE for any initial violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE for any initial violation and two hundred dollars ($200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars ($50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and one hundred dollars ($100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty

per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred ($500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty ($250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

184. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars ($200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

TENTH CAUSE OF ACTION

Discrimination on the Basis of Sex

(Cal. Govt. Code §§12940, *et. seq.)*

(Alleged by PLAINTIFF against ALL Defendants)

185. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

186. PLAINTIFF was employed by DEFENDANTS.

187. PLAINTIFF was female during all relevant times.

188. DEFENDANTS are an employer covered by Government Code §12940 *et seq.*

189. PLAINTIFF was harassed, discriminated against, retaliated against, terminated from her employment and/or suffered other adverse employment actions during her employment.

190. PLAINTIFF'S sex was a substantial motivating reason(s) for the harassment, discrimination, retaliation, termination and other adverse employment actions she experienced at the hands of DEFENDANTS.

191. As a result of DEFENDANTS' conduct, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

192. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and with a conscious disregard of PLAINTIFF'S rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANTS in an amount to punish DEFENDANTS and to deter such wrongful conduct in the future.

ELEVENTH CAUSE OF ACTION

Sexual Harassment

(Cal. Govt. Code §§12940, *et. seq*)

(Alleged by PLAINTIFF against all Defendants)

193. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

194. PLAINTIFF was a female, at all relevant times, while employed by DEFENDANTS.

195. PLAINTIFF was subjected to severe, pervasive and unwanted harassing conduct from her supervisors because she was female and this harassment created a work environment that was hostile, intimidating, offensive, oppressive and abusive.

196. A reasonable person in PLAINTIFF'S circumstances would have considered the work environment hostile, intimidating, offensive, oppressive and abusive and PLAINTIFF considered her environment to be hostile, intimidating, offensive, oppressive and abusive.

197. DEFENDANTS' supervisors engaged in the alleged conduct and DEFENDANTS and DEFENDANTS' supervisors knew of the conduct and failed to stop and/or take immediate and appropriate corrective action.

198. PLAINTIFF was harmed as a result of the alleged conduct herein.

199. The conduct alleged herein by DEFENDANTS was a substantial factor in causing PLAINTIFF'S harm.

200. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS, PLAINTIFF has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

201. As a proximate result of DEFENDANTS' willful, knowing, and intentional misconduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

202. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

203. DEFENDANTS' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANTS.

TWELFTH CAUSE OF ACTION

Retaliation

(Cal. Govt. Code §12940(h))

(Alleged by PLAINTIFF against all Defendants)

204. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

205. Government Code §12940(h) forbids an employer to retaliate against an employee for opposing unlawful discrimination and/or engaging in protected activities**.**

206. As described herein, the actions of DEFENDANTS constitute unlawful discrimination on the basis of sex, and sexual harassment, against PLAINTIFF.

207. PLAINTIFF suffered from sexual discrimination and harassment, and engaged in the protected conduct of voicing concerns about the sexual discrimination and harassment.

208. PLAINTIFF suffered the adverse employment actions of sexual discrimination, harassment and retaliation, failure to investigate discrimination, failure to prevent harassment, discrimination and retaliation, loss of gainful employment and related benefits, wrongful

termination and was harmed as a result. DEFENDANTS' unlawful conduct alleged herein and above, was a substantial factor in causing PLAINTIFF'S harm.

209. PLAINTIFF is informed and believes and based thereon alleges that sexual discrimination and harassment, participation in protected activity, and/or some combination of these protected characteristics and/or activities were substantial motivating reasons and/or factors in the decision to subject PLAINTIFF to the aforementioned adverse employment actions.

210. Said conduct violates the FEHA and such violations were a proximate cause in PLAINTIFF'S damages as stated below.

211. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS, PLAINTIFF has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

212. As a proximate result of DEFENDANTS' willful, knowing, and intentional misconduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

213. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

214. DEFENDANTS' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANTS.

THIRTEENTH CAUSE OF ACTION

Failure To Prevent Harassment, Discrimination and Retaliation

(Cal. Govt. Code §12940(k))

(Alleged by PLAINTIFF against all Defendants)

215. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complain.

216. At all times hereto, the FEHA including Government Code §12940(k) was in full force and effect and was binding upon DEFENDANTS. This subsection imposes a duty on

DEFENDANTS to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring. As alleged above, DEFENDANTS violated this subsection and breached its duty to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring and failing to remedy the same.

217. Said conduct violates the FEHA and such violations were a proximate cause in PLAINTIFF'S damages as stated herein.

218. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS, PLAINTIFF has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

219. As a proximate result of DEFENDANTS' willful, knowing, and intentional misconduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

220. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

221. DEFENDANTS' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANTS.

FOURTEENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Alleged by PLAINTIFF against all Defendants)

222. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

223. PLAINTIFF'S wrongful termination on or about August 7, 2026 was for a pretextual reason(s) to disguise DEFENDANTS' unlawful employment practices directed at PLAINTIFF.

224. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900 et seq., which forbids sexual

harassment/discrimination, retaliation, and wrongful termination. Unlawful harassment includes the right to be free from unwanted, offensive harassment, and the right to protest such conduct without fear of retaliation or further harm. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from racial harassment/discrimination/retaliation.

225. The motivating reason(s) for PLAINTIFF'S termination was sexual harassment/discrimination and PLAINTIFF'S protests and/or resistance thereof. PLAINTIFF'S discharge from her position of employment was in violation of the public policies of the State of California.

226. As a result of DEFENDANTS' actions, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

227. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and with a conscious disregard of PLAINTIFF'S rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANTS in an amount to be determined to punish DEFENDANTS and to deter such wrongful conduct in the future.

228. PLAINTIFF was harmed by DEFENDANTS' wrongful and illegal termination of PLAINTIFF'S employment.

229. The wrongful termination of the employment of PLAINTIFF was and is a substantial factor causing harm to PLAINTIFF.

FIFTEENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Common Law)

(Alleged by PLAINTIFF against DEFENDANTS)

175. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

176. Under California law, a claim for intentional infliction of emotional distress requires: (1) extreme and outrageous conduct by the defendant; (2) intent to cause, or reckless

disregard of the probability of causing, emotional distress; (3) severe emotional distress; and (4) a causal connection between the conduct and the emotional distress suffered.

177. DEFENDANTS, through their agents and employees, engaged in a pattern of conduct that was extreme, outrageous, and beyond the bounds of decency generally tolerated in a civilized community. This conduct included unjustified adverse employment actions, false accusations, mishandling of internal complaints, public and private humiliation, and other forms of mistreatment.

178. DEFENDANTS either intended to cause emotional distress or acted with reckless disregard of the likelihood that such distress would occur.

179. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF suffered severe emotional distress, including but not limited to anxiety, mental anguish, emotional pain and suffering, physical pain and suffering, and disruption of her personal and professional life.

/ / /

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:
    a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
    b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
    c. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
    d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.
2. On behalf of the CALIFORNIA CLASS:
    a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
    b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
    c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;
    d. The greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and an award of costs for

violation of California Labor Code Section 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action:

a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;

b. For civil penalties to the extent permitted bylaw pursuant to the Labor Code under the Private Attorneys General Act; and

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

4. On Causes of Action Ten through Fifteen:

a. For all general damages according to proof, including but not limited to emotional distress, mental anguish, pain and suffering, and loss of enjoyment of life;

b. For all special damages according to proof, including but not limited to past and future lost wages, lost employment benefits, and other economic losses;

c. For punitive and exemplary damages as permitted by law;

d. For injunctive and declaratory relief as appropriate and authorized by law;

e. For reasonable attorneys' fees and costs pursuant to applicable statutes, including but not limited to Cal. Gov't Code § 12965(b);

f. For prejudgment and post-judgment interest as permitted by law; and

g. For such other and further relief as the Court may deem just and proper.

5. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5,

226, 246 and/or 1194.

DATED: November 2, 2026

ZAKAY LAW GROUP, APLC

By: _____
Jennifer Gerstenzang, Esq.
Attorney for PLAINTIFF

/ / /

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: November 2, 2026

ZAKAY LAW GROUP, APLC

By: _____
Jennifer Gerstenzang, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 2, 2026

Jackland Hom
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202611-38117302
Right to Sue: DAVIS / ME BRENTWOOD et al.

Dear Jackland Hom:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 2, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202611-38117302
Right to Sue: DAVIS / ME BRENTWOOD et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 2, 2026

KIESHA DAVIS
,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202611-38117302
Right to Sue: DAVIS / ME BRENTWOOD et al.

Dear KIESHA DAVIS:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective November 2, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of

KIESHA DAVIS

CRD No. 202611-38117302

Complainant,

vs.

ME BRENTWOOD
,

CHAOJU INVESTMENT, LLC
,

ME UNION CITY
,

ME FREMONT
,

ME CAMPBELL, INC
,

ME SAN MATEO INC
,

ENVY CARE
,

PALO ALTO MEU, INC.
,

SEI BELLA INC.
,

APPLE & ORANGE INTERNATIONAL, INC.
,

Respondents

Date Filed: November 2, 2026

1. Respondent **ME BRENTWOOD** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **CHAOJU INVESTMENT, LLC** business as Co-Respondent(s).
Complainant is naming **ME UNION CITY** business as Co-Respondent(s).
Complainant is naming **ME FREMONT** business as Co-Respondent(s).
Complainant is naming **ME CAMPBELL, INC** business as Co-Respondent(s).
Complainant is naming **ME SAN MATEO INC** business as Co-Respondent(s).
Complainant is naming **ENVY CARE** business as Co-Respondent(s).
Complainant is naming **PALO ALTO MEU, INC.** business as Co-Respondent(s).
Complainant is naming **SEI BELLA INC.** business as Co-Respondent(s).
Complainant is naming **APPLE & ORANGE INTERNATIONAL, INC.** business as Co-Respondent(s).

3. Complainant **KIESHA DAVIS**, resides in the City of **,** State of **.**

4. Complainant alleges that on or about **August 7, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, other, sexual harassment.

Complainant was discriminated against because of complainant's sex/gender, other and as a result of the discrimination was terminated, reprimanded, demoted, other, denied work opportunities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, reprimanded, demoted, other, denied work opportunities or assignments.

Additional Complaint Details: PLAINTIFF was employed by DEFENDANTS as a non-exempt employee in California from June of 2024 to August of 2026, until her wrongful termination on August 7, 2026.

At all relevant times, PLAINTIFF was a female.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that during PLAINTIFF'S employment with DEFENDANTS, up to and including the time of her termination, PLAINTIFF was harassed, discriminated against, and retaliated against because of her sex and reports of sexual harassment.

Throughout PLAINTIFF'S employment with DEFENDANTS, PLAINTIFF was treated differently and unfairly by DEFENDANTS and its agents, all in retaliation against PLAINTIFF

Date Filed: November 2, 2026

for various protected activities and in discrimination and harassment against PLAINTIFF on the basis of her sex. Specifically, in or around June 6, 2025, DEFENDANTS interviewed a potential employee named Kiara. During the interview, DEFENDANTS asked Kiara why she wanted to work for DEFENDANTS, to which Kiara responded that it was because she "loved" PLAINTIFF despite just meeting PLAINTIFF that same day. After Kiara was hired, and beginning on or around July of 2026, Kiara committed a series of unwanted sexual advances and acts of sexual harassment against PLAINTIFF, including but not limited to: on or around November 19, 2025: demanding a hug from PLAINTIFF; in or around December of 2025: grabbing PLAINTIFF'S shoulder; in or around December of 2025: walking past PLAINTIFF'S office and eyeing PLAINTIFF for extended periods of time; in or around December of 2025: PLAINTIFF hit accidentally hit her knee in the office and Kiara asked, "Do I make you nervous?"; on or around December 17, 2025: Kiara entered PLAINTIFF'S office, offered her money, said she wanted to take care of PLAINTIFF outside of work, and repeatedly asked PLAINTIFF to go to Napa, California with her; on or around January 13, 2026: Kiara asked PLAINTIFF "how long is too long without getting laid?"; in or around late January of 2026: Kiara grabbed PLAINTIFF'S hand without her consent and began massaging it, and continued to massage PLAINTIFF'S arms, back, and shoulders without her consent. Further, throughout PLAINTIFF'S employment, Kiara routinely stopped at PLAINTIFF'S door to stare at PLAINTIFF'S body for extended periods of time, and Kiara regularly subjected PLAINTIFF to unwanted sexual advances both verbally and physically. PLAINTIFF reported the sexual harassment to Ashley, the direct supervisor, and Bill and Linda, the owners. These reports included requests to reprimand Kiara, separate Kiara from PLAINTIFF, and schedule Kiara for different shifts than PLAINTIFF. PLAINTIFF'S reports fell on deaf ears, as did her requests to be scheduled without any overlap with Kiara. Instead, DEFENDANTS informed PLAINTIFF that they wanted her to work at the front desk, which would increase her interactions with Kiara. Ultimately, DEFENDANTS failed to prevent sexual harassment for PLAINTIFF and instead retaliated against her for making reports of said sexual harassment. PLAINTIFF'S mental health suffered immensely due to the sexual harassment. PLAINTIFF has been diagnosed with severe anxiety and major depressive disorder, has been prescribed medication for these mental disabilities, and her symptoms have been so severe that she has experienced major sleep disruption requiring sleep studies and further medical evaluation. From around April of 2026 to August of 2026, PLAINTIFF went on medical leave for the foregoing issues that were caused by the sexual harassment. Rather than allowing PLAINTIFF to return to work, DEFENDANT wrongfully terminated PLAINTIFF'S employment on or around August 7, 2026.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that the foregoing adverse employment actions were committed against PLAINTIFF as part of a pattern and practice by DEFENDANTS aimed at sexual discrimination, harassment and retaliation.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that during PLAINTIFF'S employment with DEFENDANTS, PLAINTIFF was harassed, discriminated against, and retaliated against because of her sex.

PLAINTIFF is informed and believes and upon such information and belief alleges, that DEFENDANTS retaliated against her for protected activities, including but not limited to complaining to DEFENDANTS about the harassment and discrimination.

PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS' conduct was part of a pattern of behavior by DEFENDANTS aimed at discrimination, harassment, and retaliation against PLAINTIFF, including for complaining about DEFENDANTS' discriminatory conduct.

PLAINTIFF is informed and believes, and upon such information and belief alleges that the discriminatory practices of DEFENDANTS were substantial factors in causing PLAINTIFF'S harm.

PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions, including but not limited to, discriminatory employment practices.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that DEFENDANTS discriminated, harassed, and retaliated against PLAINTIFF on the basis of her sex. PLAINTIFF is informed and believes, and upon such information and belief, alleges that, DEFENDANTS engaged in a pattern of behavior aimed at sexual discrimination, harassment, and retaliation against PLAINTIFF.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that, DEFENDANTS' conduct was part of a pattern of behavior by DEFENDANTS aimed at removing employees who reported sexual harassment, discrimination, and retaliation like PLAINTIFF.

PLAINTIFF is informed and believes, and upon such information and belief alleges, that, DEFENDANTS' conduct in terminating PLAINTIFF was part of a pattern of behavior by DEFENDANTS aimed at removing employees who reported sexual harassment, discrimination, and retaliation like PLAINTIFF from DEFENDANTS' workforce.

PLAINTIFF is informed and believes and upon such information and belief alleges, that she was subjected to harassment and discrimination throughout her employment on the basis of her sex and that this created a work environment that was hostile, intimidating, offensive, oppressive and abusive.

PLAINTIFF is informed and believes and upon such information and belief alleges, that DEFENDANTS terminated her in retaliation for voicing concerns and protected activities, including but not limited to complaints about sexual harassment.

PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS wrongfully terminated her for reasons that violate public policy.

PLAINTIFF is informed and believes, and upon such information and belief alleges that she was harmed as a result of the wrongful termination and that the unlawful, discriminatory, harassing, and retaliatory practices of DEFENDANTS were substantial factors in causing PLAINTIFF'S harm.

PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions, including but not limited to, retaliatory employment practices against employees who reported unlawful sexual discrimination, harassment, and retaliation.

VERIFICATION

I, **Jackland Hom**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On November 2, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

San Diego, CA

Date Filed: November 2, 2026

EXHIBIT 2

August 26, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

ME BRENTWOOD
ME FREMONT
CHAOJU INVESTMENT, LLC
c/o Wenge Zhang
1116 Los Trancos Rd
Portola Valley, CA 94028
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 3392 39

ME UNION CITY
ME CAMPBELL, INC
ME SAN MATEO INC
c/o Yim Murphy
1316 El Paseo De Saratoga
San Jose, CA 95130
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 3392 46

ENVY CARE
c/o Robert Balcomb
195 Stacia St
Los Gatos, CA 95030
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 3392 53

PALO ALTO MEU, INC.
c/o Yim Murphy
1093 Plaza Dr
Sunnyvale, CA 94089
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 3392 60

SEI BELLA INC.
APPLE & ORANGE INTERNATIONAL, INC.
c/o Yim Murphy
195 Stacia St
Los Gatos, CA 95030
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 3392 77

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff KIESHA DAVIS ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant ME BRENTWOOD ("Defendant ME Brentwood"), Defendant ME UNION CITY ("Defendant ME Union City"), Defendant ME FREMONT ("Defendant ME Fremont"), Defendant ME CAMPBELL, INC ("Defendant ME Campbell"), Defendant ME SAN MATEO INC ("Defendant ME San Mateo"), Defendant ENVY CARE ("Defendant Envy Care"), Defendant PALO ALTO MEU, INC. ("Defendant Palo Alto MEU"), Defendant SEI BELLA INC. ("Defendant SEI Bella"), Defendant APPLE & ORANGE INTERNATIONAL, INC. ("Defendant Apple & Orange"), Defendant CHAOJU INVESTMENT, LLC ("Defendant Chaoju Investment") (hereinafter, collectively, "Defendants") in California from June of 2024 to August of 2026 as a clinical manager. Defendants employed aggrieved employees who performed work at o 2465 Sand Creek Rd #112, Brentwood, CA 94513. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant ME Brentwood and/or Defendant ME Union City and/or Defendant ME Fremont and/or Defendant ME Campbell and/or Defendant ME San Mateo and/or Defendant Envy Care and/or Defendant Palo Alto MEU and/or Defendant SEI Bella and/or Defendant Apple & Orange and/or Defendant Chaoju Investment who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant ME Brentwood and/or Defendant ME Union City and/or

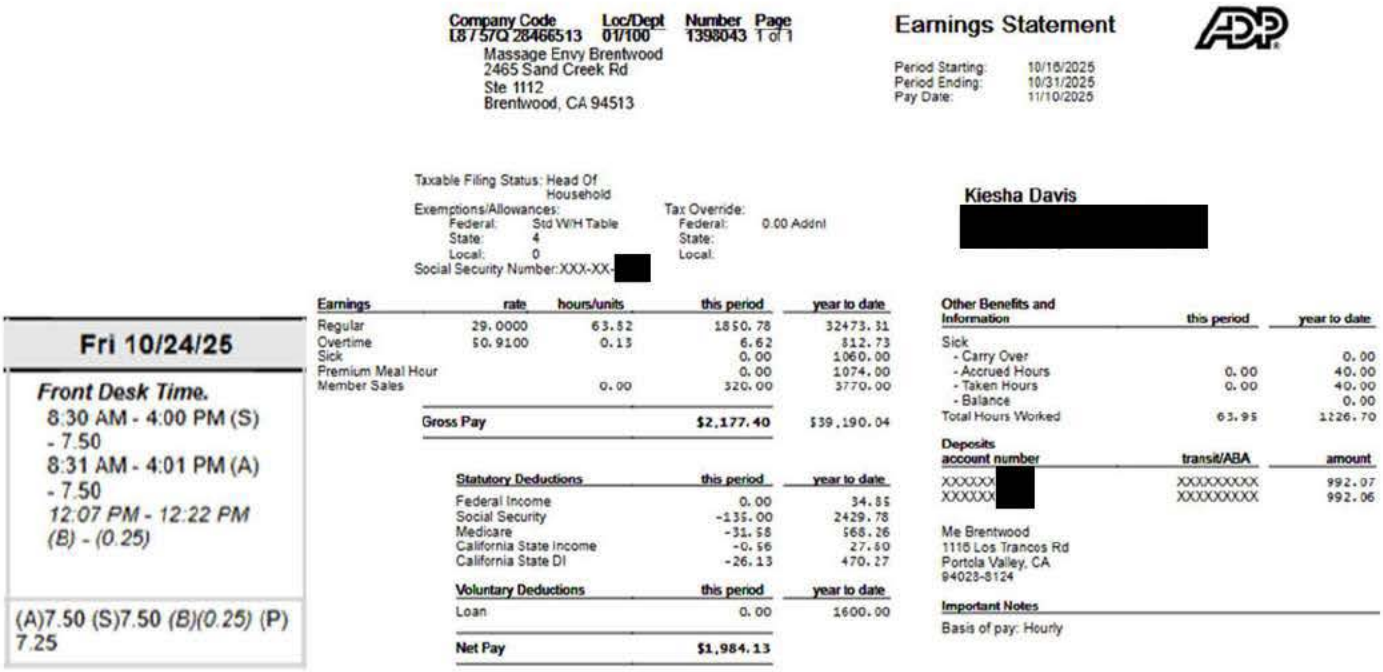
Defendant ME Fremont and/or Defendant ME Campbell and/or Defendant ME San Mateo and/or Defendant Envy Care and/or Defendant Palo Alto MEU and/or Defendant SEI Bella and/or Defendant Apple & Orange and/or Defendant Chaoju Investment in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other

Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice. For example, as evidenced by Plaintiff's time records and wage statement below, Plaintiff was denied a compliant meal period during the pay period of October 16, 2025 through October 31, 2025, as Plaintiff's meal period was short. However, as evidenced by the Plaintiff's wage statement during this same pay period, Defendants failed to pay Plaintiff a meal period premium.



Fri 10/24/25

Front Desk Time.
8:30 AM - 4:00 PM (S) - 7.50
8:31 AM - 4:01 PM (A) - 7.50
12:07 PM - 12:22 PM (B) - (0.25)

(A)7.50 (S)7.50 *(B)(0.25)* (P) 7.25

Company Code	Loc/Dept	Number	Page
L87S7Q 28466513	01/100	1398043	1 of 1

Massage Envy Brentwood
2465 Sand Creek Rd
Ste 1112
Brentwood, CA 94513

Earnings Statement

Period Starting: 10/16/2025
Period Ending: 10/31/2025
Pay Date: 11/10/2025

Taxable Filing Status: Head Of Household
Exemptions/Allowances:
Federal: Std W/H Table
State: 4
Local: 0
Social Security Number:XXX-XX-[redacted]

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Kiesha Davis
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	29.0000	63.52	1850.78	32473.31
Overtime	50.9100	0.13	6.62	812.73
Sick			0.00	1060.00
Premium Meal Hour			0.00	1074.00
Member Sales		0.00	320.00	3770.00
Gross Pay			**$2,177.40**	$39,190.04

Statutory Deductions	this period	year to date
Federal Income	0.00	34.85
Social Security	-135.00	2429.78
Medicare	-31.58	568.26
California State Income	-0.56	27.60
California State DI	-26.13	470.27

Voluntary Deductions	this period	year to date
Loan	0.00	1600.00

Net Pay	**$1,984.13**

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	40.00
- Balance		0.00
Total Hours Worked	63.95	1226.70

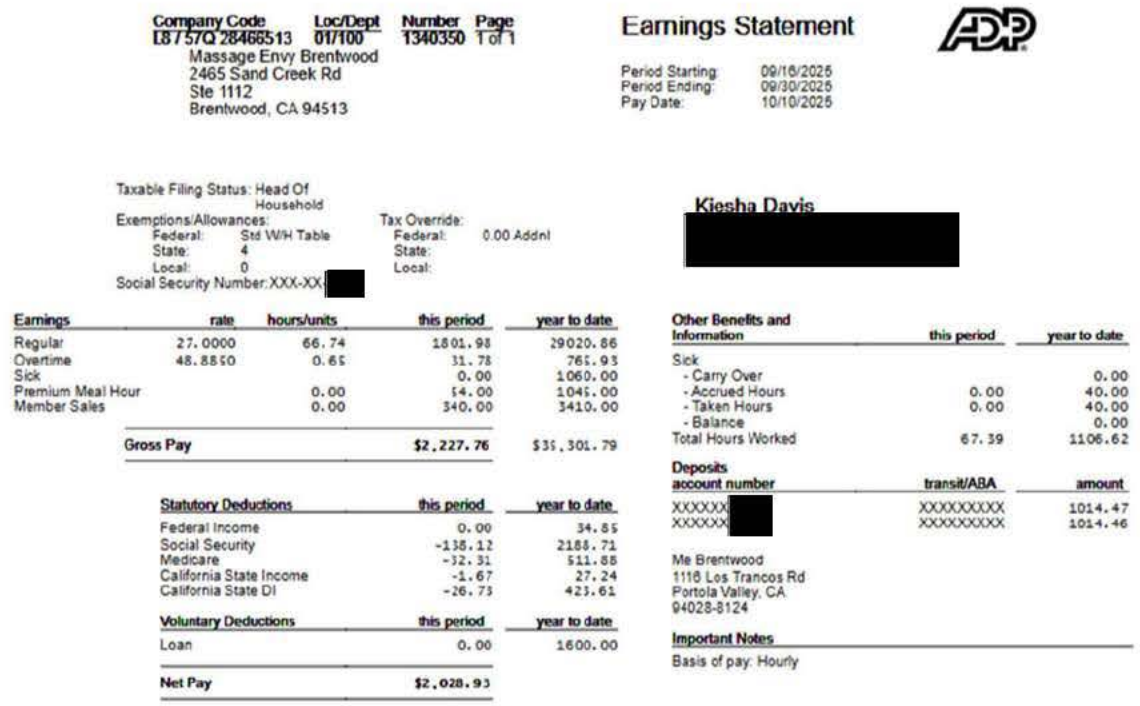
Deposits account number	transit/ABA	amount
XXXXX[redacted]	XXXXXXXXX	992.07
XXXXX[redacted]	XXXXXXXXX	992.06

Me Brentwood
1116 Los Trancos Rd
Portola Valley, CA
94028-8124

Important Notes

Basis of pay: Hourly

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, during the pay period of September 16, 2025 to September 30, 2025, Plaintiff was denied at least one rest period. However, as evidenced by the example below, Defendants failed to pay Plaintiff a rest period premium.



Company Code	Loc/Dept	Number	Page
L8757Q 28466513	01/100	1340350	1 of 1

Massage Envy Brentwood
2465 Sand Creek Rd
Ste 1112
Brentwood, CA 94513

Earnings Statement

Period Starting: 09/16/2025
Period Ending: 09/30/2025
Pay Date: 10/10/2025

Taxable Filing Status: Head Of Household
Exemptions/Allowances:
Federal: Std W/H Table
State: 4
Local: 0
Tax Override:
Federal: 0.00 Addnl
State:
Local:
Social Security Number: XXX-XX-[redacted]

Kiesha Davis
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	27.0000	66.74	1801.98	29020.86
Overtime	48.8850	0.65	31.78	761.93
Sick		0.00	0.00	1060.00
Premium Meal Hour		0.00	14.00	1046.00
Member Sales		0.00	340.00	3410.00
Gross Pay			**$2,227.76**	$36,301.79

Statutory Deductions	this period	year to date
Federal Income	0.00	34.85
Social Security	-138.12	2188.71
Medicare	-32.31	511.88
California State Income	-1.67	27.24
California State DI	-26.73	423.61

Voluntary Deductions	this period	year to date
Loan	0.00	1600.00
Net Pay	**$2,028.93**	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	40.00
- Balance		0.00
Total Hours Worked	67.39	1106.62

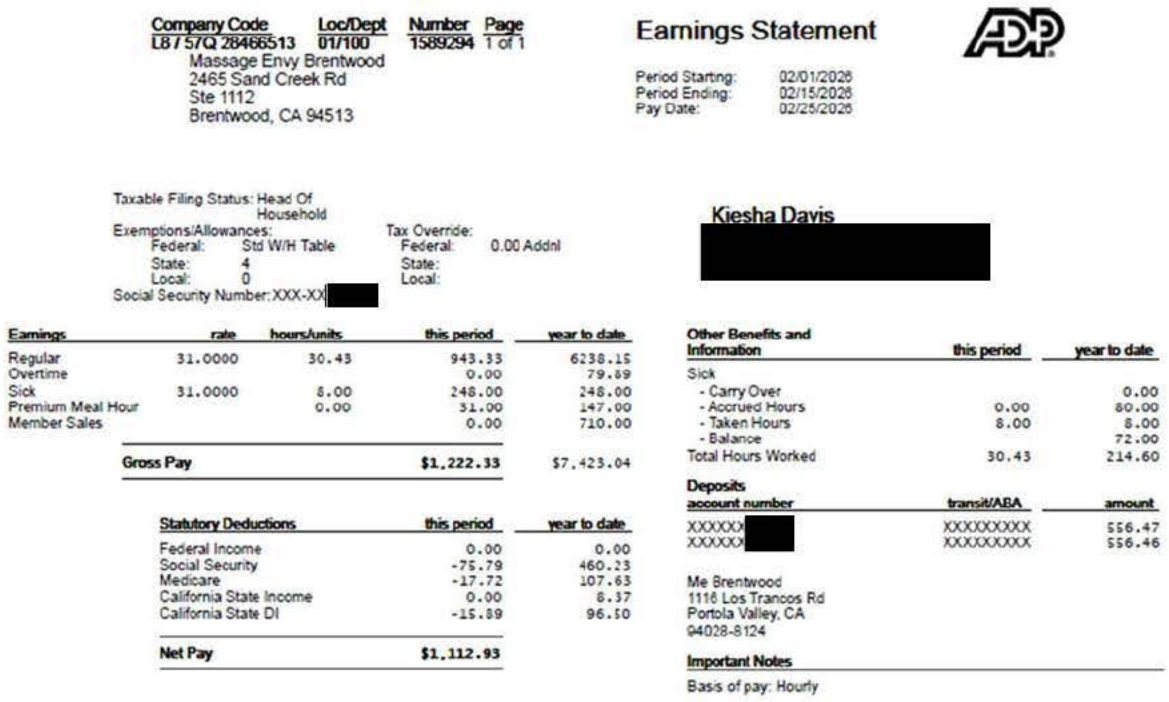
Deposits account number	transit/ABA	amount
XXXXXX[redacted]	XXXXXXXXX	1014.47
XXXXXX	XXXXXXXXX	1014.46

Me Brentwood
1116 Los Trancos Rd
Portola Valley, CA
94028-8124

Important Notes
Basis of pay: Hourly

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, all on behalf of and for the benefit of Defendants. For example, during the pay period of February 1, 2026 to February 15, 2026, Defendants required Plaintiff to use Plaintiff's personal cell phone. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone.



Company Code	Loc/Dept	Number	Page
L87S7Q 28466513	01/100	1589294	1 of 1

Massage Envy Brentwood
2465 Sand Creek Rd
Ste 1112
Brentwood, CA 94513

Earnings Statement

Period Starting: 02/01/2026
Period Ending: 02/15/2026
Pay Date: 02/25/2026

Taxable Filing Status: Head Of Household
Exemptions/Allowances:
Federal: Std W/H Table
State: 4
Local: 0
Social Security Number: XXX-XX[redacted]

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Kiesha Davis
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	31.0000	30.43	943.33	6238.15
Overtime			0.00	79.89
Sick	31.0000	8.00	248.00	248.00
Premium Meal Hour		0.00	31.00	147.00
Member Sales			0.00	710.00
Gross Pay			**$1,222.33**	$7,423.04

Statutory Deductions	this period	year to date
Federal Income	0.00	0.00
Social Security	-75.79	460.23
Medicare	-17.72	107.63
California State Income	0.00	8.37
California State DI	-15.89	96.50
Net Pay	**$1,112.93**	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	8.00	8.00
- Balance		72.00
Total Hours Worked	30.43	214.60

Deposits

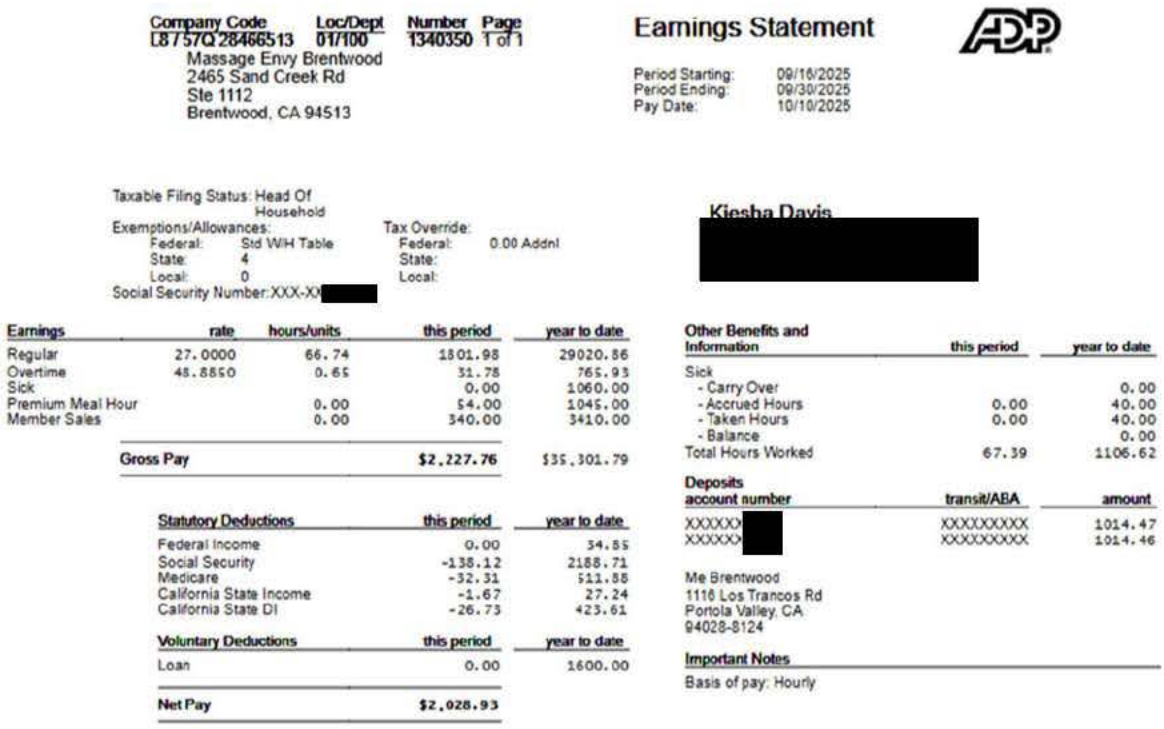
account number	transit/ABA	amount
XXXXX[redacted]	XXXXXXXXX	556.47
XXXXX	XXXXXXXXX	556.46

Me Brentwood
1116 Los Trancos Rd
Portola Valley, CA
94028-8124

Important Notes

Basis of pay: Hourly

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. For example, as identified in the example below, with respect to "Premium Meal Hour", Defendants issued Plaintiff with wage statements that failed to provide all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Cal. Lab. Code § 226(a)(9).



Company Code L8757Q 28466513 | Loc/Dept 01/100 | Number 1340350 | Page 1 of 1

Massage Envy Brentwood
2465 Sand Creek Rd
Ste 1112
Brentwood, CA 94513

Earnings Statement

Period Starting: 09/16/2025
Period Ending: 09/30/2025
Pay Date: 10/10/2025

Taxable Filing Status: Head Of Household
Exemptions/Allowances:
Federal: Std W/H Table
State: 4
Local: 0
Tax Override:
Federal: 0.00 Addnl
State:
Local:
Social Security Number: XXX-XX[redacted]

Kiesha Davis
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	27.0000	66.74	1801.98	29020.86
Overtime	48.8850	0.65	31.78	765.93
Sick			0.00	1060.00
Premium Meal Hour		0.00	$4.00	1045.00
Member Sales		0.00	340.00	3410.00
Gross Pay			**$2,227.76**	$35,301.79

Statutory Deductions	this period	year to date
Federal Income	0.00	34.85
Social Security	-138.12	2188.71
Medicare	-32.31	511.85
California State Income	-1.67	27.24
California State DI	-26.73	423.61

Voluntary Deductions	this period	year to date
Loan	0.00	1600.00
Net Pay	**$2,028.93**	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	40.00
- Balance		0.00
Total Hours Worked	67.39	1106.62

Deposits account number	transit/ABA	amount
XXXXX[redacted]	XXXXXXXXX	1014.47
XXXXX[redacted]	XXXXXXXXX	1014.46

Me Brentwood
1116 Los Trancos Rd
Portola Valley, CA
94028-8124

Important Notes

Basis of pay: Hourly

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to, sending and receiving work related communications. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

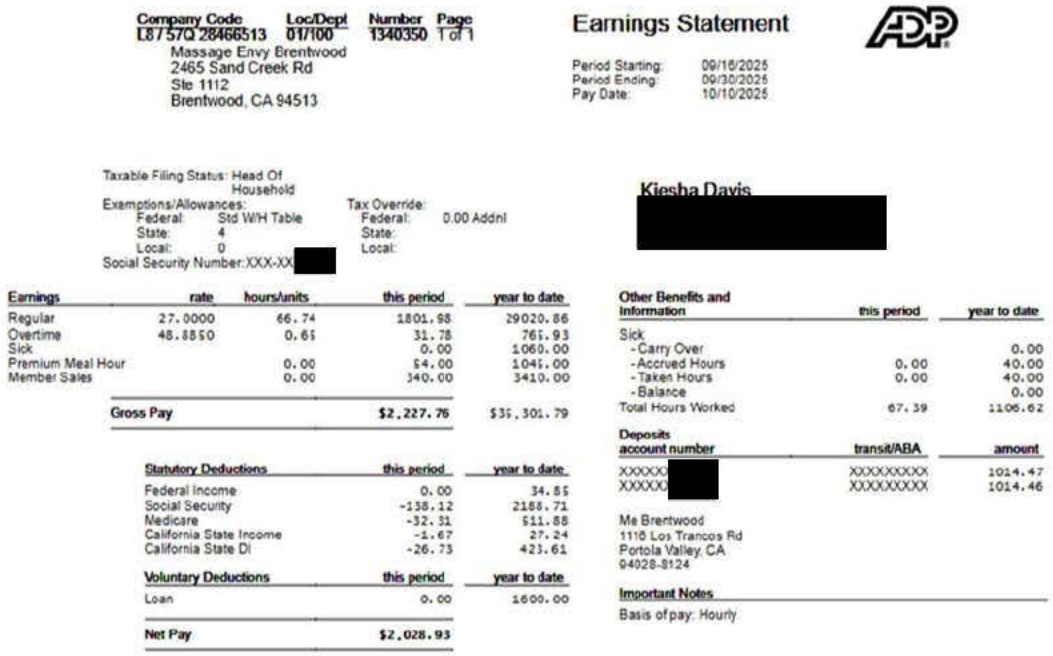
Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors

described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law. For example, as evidenced below, Defendants paid Plaintiff non-discretionary compensation in the form of "Member Sales." However, Defendant failed to include the non-discretionary compensation into the regular rate of pay for purposes of paying Plaintiff's meal period premium.



Company Code	Loc/Dept	Number	Page
L8757Q 28466513	01/100	1340350	1 of 1

Massage Envy Brentwood
2465 Sand Creek Rd
Ste 1112
Brentwood, CA 94513

Earnings Statement

Period Starting: 09/16/2025
Period Ending: 09/30/2025
Pay Date: 10/10/2025

Taxable Filing Status: Head Of Household
Exemptions/Allowances:
Federal: Std W/H Table
State: 4
Local: 0
Social Security Number: XXX-XX[redacted]

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Kiesha Davis
[redacted]

Earnings	rate	hours/units	this period	year to date
Regular	27.0000	66.74	1801.98	29020.86
Overtime	48.8850	0.65	31.78	765.93
Sick			0.00	1060.00
Premium Meal Hour		0.00	54.00	1045.00
Member Sales		0.00	340.00	3410.00
Gross Pay			**$2,227.76**	$36,301.79

Statutory Deductions	this period	year to date
Federal Income	0.00	34.85
Social Security	-138.12	2188.71
Medicare	-32.31	511.88
California State Income	-1.67	27.24
California State DI	-26.73	423.61

Voluntary Deductions	this period	year to date
Loan	0.00	1600.00

Net Pay **$2,028.93**

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	40.00
- Balance		0.00
Total Hours Worked	67.39	1106.62

Deposits account number	transit/ABA	amount
XXXXX[redacted]	XXXXXXXXX	1014.47
XXXXX[redacted]	XXXXXXXXX	1014.46

Me Brentwood
1110 Los Trancos Rd
Portola Valley, CA
94028-8124

Important Notes
Basis of pay: Hourly

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted

wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff

and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

/ / /

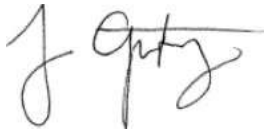
Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq*..

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

ZAKAY LAW GROUP, APLC



Jennifer Gerstenzang, Esq.