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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO VARGAS, individually, and on behalf of all others similarly situated, and on behalf of the State of California as an aggrieved employee under PAGA

Plaintiff,

v.

VILLA ESPERANZA SERVICES, a non-profit corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 26STCV27621

FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT FOR:

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
3. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
4. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
7. Failure to Timely Pay Wages During Employment (Lab. Code § 204);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
9. Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.

DEMAND FOR JURY TRIAL

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Plaintiff FRANCISCO VARGAS ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, individually and on behalf of all other members of the public similarly situated, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants VILLA ESPERANZA SERVICES, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify employees for expenditures, failure to furnish accurate wage statements, failure to timely pay wages upon separation of employment, failure to timely pay wages during employment, and unfair business practices.

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

3. Plaintiff brings the Ninth Cause of Action as a representative action under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. ("PAGA") to recover civil penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (herein after referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

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5. Despite these requirements, throughout the statutory period, Defendants have, at times:

(a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum and straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and

(e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(f) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

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7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California as a nonexempt employee paid hourly from approximately November 2016 to approximately August 2026 as a Residential Counselor.

9. 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, as well as to add additional claims.

B. Defendants

10. Plaintiff alleges, on information and belief, that Defendants are, and at all times herein mentioned, were:

(g) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(h) The former employers of Plaintiff and the current and/or former employer of the Class Members because Defendants engaged Plaintiff and the Class to work; and/or suffered and permitted Plaintiff and the Class to work, and/or controlled or had the power and authority to control their wages, hours, or working conditions;

11. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are

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responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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

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

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

JURISDICTION AND VENUE

15. This Court has jurisdiction over this matter because Plaintiff brings this Complaint for various violations of the Labor Code and California Industrial Welfare Commission ("IWC") orders, Defendants are business entities operating in California, and Plaintiff is a California

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resident.

16. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed $75,000.

17. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the County of Los Angeles, California.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2016 to approximately August 2026. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff often worked more than eight hours per day and forty (40) hours in a workweek.

19. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to pay final wages at termination, and failure to timely pay wages during employment. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

20. Plaintiff brings these causes of action individually and as a class action on behalf of certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

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21. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

22. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class and instead maintained a systematic, company-wide policy and practice of including, but not limited to, the following violations on a regular basis:

(a) Failing to pay employees for all hours worked, including minimum and straight time, and overtime wages. For example, Defendants:

i. required employees to perform work off-the-clock, without compensation, including, but not limited to: Plaintiff would clock out at the end of his shift, but would remain at work and perform additional work when coworkers asked him to assist with providing care to residents experiencing health or behavioral emergencies. Plaintiff would also receive work-related calls and text messages from supervisors and coworkers after his regular working hours and on his days off, including calls and texts concerning work-related questions, requests for updates or instructions regarding assignments, and work-related instructions. Plaintiff was expected to respond to these communications, and if he did not answer promptly, coworkers and supervisors would continue calling until he responded. As a result, Plaintiff regularly performed work after clocking out and outside his scheduled working hours, including approximately 30 minutes of unpaid work per week. Defendant knew or should have known that Plaintiff was performing such work and failed to compensate him for all time worked; and/or

ii. failed to pay for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or

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iii. required them to continue working during unpaid meal and rest periods; and/or

iv. failed to maintain accurate records of the hours worked; and/or

(b) Failing to provide employees with timely and duty-free meal periods; for example, Defendants:

i. required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or

ii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; for example Plaintiff was routinely unable to take timely, uninterrupted, and duty-free meal periods because he was required to continuously monitor and care for residents. Although other employees were on duty and could have relieved Plaintiff, Defendant instructed Plaintiff and his coworkers that they were required to continuously monitor and care for residents. Plaintiff was also required to carry and monitor his personal cell phone at all times, including during meal and rest periods. Supervisors and coworkers, including Kimisha Moore, Damien Lee, and Dino, would call or text Plaintiff with work-related questions, requests for updates regarding assignments, and work-related instructions. If Plaintiff did not answer promptly, they would continue calling until he responded. As a result, Plaintiff understood that he was required to remain available and responsive to Defendant's work-related communications at all times and could not take a truly duty-free meal period. Plaintiff was therefore unable to take a timely, uninterrupted, and compliant meal period on a regular basis and, in practice, did not clock out for meal periods.; and/or

iii. interrupted Plaintiff's meal periods; and/or denied employees permission to

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take a meal period and/or

iv. prohibited Plaintiff from leaving the premises for meal periods and/or

v. failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.

(c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants:

i. required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or

ii. failed to compensate employees for rest periods that were not authorized or permitted; and/or

iii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods.

(d) Failing to indemnify employees for work-related expenses, such as having to use Plaintiff's personal cell phone, internet service, and personal vehicle, including mileage incurred, for work-related communications, all without reimbursement.

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal employing entity's address, rest/meal break premiums, the remaining paid sick leave balance, and all wages for all hours worked, among other things.

(f) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages.

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(g) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal and rest break penalties as required Lab. Code §§1174(d), 1198. For example, Plaintiff's time records failed to accurately account for the time he spent performing work during meal and rest periods, including monitoring and caring for residents, responding to work-related calls and texts, and performing other work-related tasks. Plaintiff's time records likewise failed to accurately reflect the late, interrupted, shortened, and/or missed meal and rest periods he experienced while working for Defendant.

(h) Failing to timely pay wages during employment in violation of §204 of Lab. Code.

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

24. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the

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correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

25. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

26. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

27. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

28. The proposed Class consists of and is defined as:

> All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

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29. At all material times, Plaintiff was a member of the Class.

30. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

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1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

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

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

(a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to indemnify Class Members for expenditures

(e) Failed to provide Class Members with accurate wage statements;

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(f) Failed to provide Class Members with timely final wages;

(g) Failed to timely pay wages during employment in violation of §204 of Lab. Code; and

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

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

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members

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not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

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

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

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

37. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Plaintiff would clock out at the end of his scheduled shift, but coworkers would ask him to remain and assist with providing care to residents experiencing health or behavioral emergencies. Plaintiff would also receive calls and text messages from supervisors and coworkers after his regular working hours and on his days off concerning work-related questions, requests for updates or instructions regarding assignments,

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and work-related instructions. If Plaintiff did not respond promptly, Defendants' supervisors and coworkers would continue contacting him until he responded, requiring Plaintiff to perform work outside his scheduled hours without compensation. Defendants also required Plaintiff to perform work during meal and rest periods, including monitoring and caring for residents and responding to work-related communications. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

38. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

40. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

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

42. Pursuant to Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

43. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

44. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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45. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11; *Brinker Restaurant Corp v. Superior Ct*. (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage an employee from taking a meal break. (*Id*. at p. 1040.) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. (*Id.* at p. 1035.) "An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v. Daiohs USA, Inc*., (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand'" would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks." (*Id.* at p. 1040.)

46. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee a meal or rest break constitutes "wages." (*Naranjo v Spectrum Security Services, Inc*. (2022) 13 Cal.5th 93.)

47. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions

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of the California Labor Code and IWC Wage Order. For example, Plaintiff was routinely unable to take any compliant meal periods because he was required to continuously monitor and care for residents. During orientation, Defendants required Plaintiff to sign a document purporting to waive his meal periods on the grounds that doing so was necessary to ensure resident safety. Although other coworkers were on duty and could have relieved Plaintiff, Defendants instructed Plaintiff and his coworkers that they were required to continuously monitor and treat residents. Plaintiff was also required to carry and monitor his personal cell phone at all times, including during meal and rest periods. Coworkers and supervisors, including Kimisha Moore, Damien Lee, and Dino, would call or text Plaintiff with work-related questions, requests for updates on assignments, and work-related instructions. If Plaintiff did not respond promptly, they would continue calling until he answered. As a result, Plaintiff understood that he was required to remain available and responsive to Defendants' work-related communications at all times and was unable to take a timely, uninterrupted, and duty-free meal period. Plaintiff generally did not clock out for meal periods because he was required to continue monitoring residents and remain available to Defendants. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

48. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

THIRD CAUSE OF ACTION

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

49. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

50. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to

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provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

51. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

52. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. For example, Plaintiff was routinely unable to take any compliant rest periods because he was required to continuously monitor and care for residents to ensure their safety. Although other coworkers were on duty and could have relieved Plaintiff, Defendants instructed Plaintiff and his coworkers that they were required to monitor and treat residents at all times. Plaintiff was also required to carry and monitor his personal cell phone at all times, including during any purported rest period. Coworkers and supervisors, including Kimisha Moore, Damien Lee, and Dino, would call or text Plaintiff with work-related questions, requests for updates on assignments, and work-related instructions. If Plaintiff did not respond promptly, they would continue calling until he answered. As a result, Plaintiff understood that he was required to remain available and responsive to Defendants' work-related communications at all times and could not take a truly duty-free rest period. In practice, Plaintiff was unable to take required rest periods on a regular basis. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these

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uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

53. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

54. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

55. Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants. For example, Plaintiff was required to use his personal cellular telephone for work-related purposes and to carry and monitor his personal cell phone throughout his shifts, including during meal and rest periods. Coworkers and supervisors, including Kimisha Moore, Damien Lee, and Dino, regularly called and texted Plaintiff regarding work-related questions, requests for updates on assignments, and work-related instructions. As a result, Plaintiff was required to use his personal cellular telephone and cellular service for Defendants' business purposes and incurred approximately $52 per month in cellular expenses, approximately 25% of which was attributable to his work-related use. Plaintiff was also required to use his personal vehicle in the discharge of his employment duties. Plaintiff regularly used his personal vehicle to purchase and retrieve groceries and other items for residents and, at times, to transport residents to outings, medical appointments, and other destinations at the direction of Defendants. Plaintiff incurred expenses associated with this work-related use of his personal vehicle, including mileage, fuel, maintenance, and wear and tear. Plaintiff also sometimes purchased groceries and food for residents with his own funds. Although Plaintiff submitted receipts to his supervisors for reimbursement, those receipts were sometimes lost, resulting in Plaintiff bearing the expense himself. Defendants failed to reimburse Plaintiff for these necessary business expenses, including the reasonable expenses incurred for his personal cellular telephone and vehicle, in violation of Labor Code section 2802.

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56. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to, the use of Plaintiff's personal cell phone for work-related communications and personal vehicle, all without reimbursement.

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

58. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

59. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

60. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her 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.

61. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiff's paystubs do not list the accurate legal employing entity's address, rest/meal break

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premiums, and all wages for all hours worked, among other things.

62. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

63. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

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

65. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

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

SIXTH CAUSE OF ACTION

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

67. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

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

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

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

72. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

73. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages During Employment)

74. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

75. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and Class Members during their employment.

76. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee,

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are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

77. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

78. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

79. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

80. Defendants' failure to pay Plaintiff and Class Members all wages due violates Labor Code section 204. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violations of California Business & Professions Code §§ 17200, et seq.)

81. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks

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to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

85. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

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

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

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

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

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

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

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

NINTH CAUSE OF ACTION

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

93. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

94. At all relevant times, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

95. Plaintiff brings this cause of action as an aggrieved employee, individually and as a representative on behalf of the State of California and all other current and former aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

96. Plaintiff exhausted the administrative prerequisites to the commencement of this

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action as required by Labor Code section 2699.3. On **August 31, 2026**, Plaintiff submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiff paid the required filing fee. The LWDA assigned this matter **Case No. LWDA-CM-1201401-26.**

97. The sixty-five (65) day statutory period for LWDA review elapsed on **November 4, 2026** without the LWDA providing notice of its intent to investigate. Accordingly, Plaintiff satisfied the administrative exhaustion requirements of Labor Code section 2699.3 and is authorized to pursue civil penalties under PAGA.

98. The statute of limitations applicable to the PAGA claims was tolled during the period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

99. The Labor Code violations alleged in this cause of action are the same violations identified in Plaintiff's LWDA notice and arise from Defendants' uniform policies, practices, and course of conduct applicable to Plaintiff and other aggrieved employees. Plaintiff seeks to recover civil penalties for all such violations experienced by Plaintiff and other aggrieved employees during the PAGA period.

100. Plaintiff has standing to pursue civil penalties for the violations alleged herein because Plaintiff was employed by Defendants during the PAGA period and personally experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose from Defendants' uniform policies and practices and affected Plaintiff and other aggrieved employees in the same or similar manner, and were not the result of isolated or employee-specific circumstances.

101. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections **201–204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, and 2802.**

102. Defendants' violations were willful, knowing, and systematic, and resulted from company-wide policies and practices. Upon information and belief, such violations continued during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing

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Defendants to ongoing civil penalties.

103. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific civil penalty is provided, together with all other relief available under PAGA.

104. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor Code section 2699(m).

105. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1).

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to the first through ninth causes of action;

2. That Plaintiff be appointed as the representative of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight time wages to Plaintiff and Class Members;

2. For general unpaid wages and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

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

5. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

AS TO THE SECOND CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and Class Members;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE THIRD CAUSE OF ACTION

1. That That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

2. That the Court make an award to the Plaintiffs and Class Members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

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6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE FOURTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

2. For unpaid business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

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

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

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AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For all unpaid wages, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

4. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

5. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their employment;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For statutory penalties according to proof pursuant to California Labor Code section 210;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

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AS TO THE EIGHTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiff and Class Members all minimum wages due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and Class Members, failing to timely pay Plaintiff and Class Members all earned wages during employment, and failing to reimburse Plaintiff and Class Members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

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

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.

AS TO THE NINTH CAUSE OF ACTION

WHEREFORE, Plaintiff, on behalf of the State of California and all aggrieved employees, prays for judgment against Defendants as follows:

1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violations of the California Labor Code identified in the LWDA notice;

2. For default civil penalties pursuant to Labor Code section 2699(f) for violations of the Labor Code for which no specific civil penalty is provided;

3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to the aggrieved employees, pursuant to Labor Code section 2699(m);

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4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1); and

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

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and

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

Respectfully submitted,

Dated: November 3, 2026

WILSHIRE LAW FIRM

By: 

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

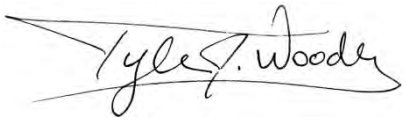
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: November 3, 2026

WILSHIRE LAW FIRM

By: 

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