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ERIKA NUNEZ,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERIKA NUNEZ, an individual, on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

ANSIBLE GOVERNMENT SOLUTIONS
LLC, a Delaware limited liability company,
and DOES 1-50, inclusive,

Defendants.

Case No.: **22STCV35081**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay for All Hours Worked, Including Overtime**
- 2. Failure to Pay Wages Due Upon Termination**
- 3. Failure to Provide Rest Breaks**
- 4. Failure to Provide Uninterrupted Meal Breaks**
- 5. Failure to Reimburse for Required Business Expenses**
- 6. Failure to Provide Accurate Itemized Wage Statements**
- 7. Unlawful Business Practices
Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

1 Plaintiff ERIKA NUNEZ, individually, and on behalf of all others similarly situated
2 (“Plaintiff”), alleges as follows:

3 NATURE OF THE ACTION

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
6 employment class action complaint on behalf of herself, and all others similarly situated against
7 ANSIBLE GOVERNMENT SOLUTIONS LLC, and the other Defendants DOES 1-50, inclusive,
8 (hereafter collectively “Defendant” or “Defendants”).

9 2. ANSIBLE GOVERNMENT SOLUTIONS LLC contracts with government entities to
10 provide healthcare professionals and other services for Federal hospitals and clinics. Plaintiff
11 ERIKA NUNEZ worked as an hourly, non-exempt phlebotomist until October 11, 2022. Plaintiff
12 and the proposed class earn at or near minimum wage.

13 3. As described further below, Defendants have violated the California Labor Code by (1)
14 failing to pay for all hours worked including overtime hours worked (§204, 206, 206.5, 207, 210,
15 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay wages due upon
16 termination (§201, 202, 203, 256); (3) failing to provide rest breaks (§226, 226.7, 512, 558, 1198);
17 (4) failing to provide uninterrupted meal breaks (§226, 226.7, 512, 558, 1198); (5) failing to
18 reimburse for required business expenses (1198, 2802); (6) failing to provide accurate wage
19 statements and maintain accurate records (§226, 1174, 1174.5); and (7) unlawful and unfair
20 business practices (Bus. & Prof. Cod3 §17200, et. seq.).

21 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
22 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
23 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
24 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
25 California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as
26 “Class”), also seeks injunctive relief and restitution of all benefits Defendants have received from
27 their unlawful actions as alleged herein.
28

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of final disposition of this action. From the start of the Class Period through the present, Defendants have had a policy and/or practice of among other violations: from time to time providing late and/or interrupted meal breaks and untimely and/or interrupted rest breaks, not consistently reimbursing required business expenses, issuing numerous inaccurate wage statements, and otherwise ignoring and violating California wage and hour laws in their business as more fully set forth below.

6. Defendants have treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendants have knowingly and with conscious disregard of the law refused to pay the Class Members all wages owed, including overtime wages and meal and rest break penalty wages. Defendants have violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and Class Members for the delay in receiving wages due.

7. Defendants, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

8. Plaintiff ERIKA NUNEZ is an individual who resides in California and worked for Defendants as an hourly, non-exempt phlebotomist until October 11, 2022.

9. Defendants ANSIBLE GOVERNMENT SOLUTIONS LLC is a Delaware limited liability company, doing business in California with the capacity to sue and to be sued and doing business, in Los Angeles County, State of California. Defendants exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

10. Defendants Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.

1 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named
2 Defendants are responsible in some manner for the occurrences herein alleged, and that the
3 damages sustained by Plaintiff and the Class Members herein alleged were proximately caused by
4 such Doe Defendants.

5 11. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
6 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
7 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
8 believes and thereon alleges that each Defendants acted in all respects pertinent to this action as
9 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
10 pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

11 **JURISDICTION AND VENUE**

12 12. Venue is proper in this judicial district because Defendants conduct business in this
13 County and Defendants have legal obligations to Plaintiff and many of the Class Members in this
14 case that arose in this county.

15 13. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed
16 the minimal jurisdictional limits of the Superior Court and will be established according to proof
17 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
18 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
19 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

20 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a
21 resident of California and Defendants are incorporated in and/or qualified to do business in
22 California and regularly conduct business in California. Further, there is no federal question at
23 issue as the claims herein are based solely on California law.

24 **GENERAL ALLEGATIONS**

25 15. During the Class Period, Defendants committed various violations of the California
26 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
27 Defendants enforce multiple policies that violate state law which are intended to increase its own
28 profits to the detriment of its employees.

1 16. Plaintiffs and the putative class are employees of Defendants working in various roles
2 as healthcare providers stationed by Defendants at their client locations, many of which are
3 hospitals and clinics.

4 17. Plaintiff and Class Members were from time to time denied payment for all hour hours
5 worked, resulting from Defendants' practices of timecard rounding and failing to consistently
6 provide off-duty meal breaks.

7 18. During Plaintiffs' employment, Defendants failed to maintain a compliant meal period
8 policy and practice. Defendants failed to consistently provide all hourly employees with their right
9 to take an off-duty unpaid 30-minute meal period.

10 19. Defendants failed to maintain a policy and practice that consistently provides its
11 employees with off-duty rest periods as required by California law.

12 20. Plaintiffs were required to use their personal cell phones to log in at the end of the week
13 to input their hours. Defendants did not reimburse them in any way for the expense of their personal
14 cell phone use as required by the Labor Code §2802.

15 21. Defendants intentionally and willfully failed to pay Plaintiffs who are no longer
16 employed by it all compensation due upon termination of employment as required by Cal. Lab.
17 Code §§201 and 202.

18 22. Defendants failed to pay all wages earned to employees as a result of the unlawful
19 employment policies and practices which resulted in a failure to pay all wages owed twice per
20 month in violation of Labor Code §204(a).

21 23. Defendants further failed to provide timely, accurate, itemized wage statements to
22 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

23 24. Based upon the above allegations, Defendants engaged in unfair competition.

24 **CALIFORNIA CLASS ACTION ALLEGATIONS**

25 25. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
26 to recover from Defendants for failure to comply with California wage and hour laws, and for
27 claims under Business and Professions Code § 17200.

1 26. This action has been brought and may properly be maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
3 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
4 employees who have been similarly injured by Defendants' unlawful employment policies and
5 practices.

6 27. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
7 four years prior to the date of filing this Complaint.

8 28. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
9 Civil Procedure §382 on behalf of the following defined groups:

10 29. Proposed Class: "All persons who are employed or have been employed by
11 Defendants in the State of California as hourly, non-exempt workers during the period of the
12 relevant statute of limitations."

13 30. Proposed Sub-classes:

14 A. All persons who are employed or have been employed by Defendants in the
15 State of California as hourly, non-exempt workers during the period of the
16 relevant statute of limitations, who worked one or more shift in excess of five
17 (5) hours.

18 B. All persons who are employed or have been employed by Defendants in the
19 State of California as hourly, non-exempt workers during the period of the
20 relevant statute of limitations, who worked one or more shifts in excess of six
21 (6) hours.

22 C. All persons who are employed or have been employed by Defendants in the
23 State of California as hourly, non-exempt workers during the period of the
24 relevant statute of limitations, who worked one or more shifts in excess of eight
25 (8) hours.

26 D. All persons who are employed or have been employed by Defendants in the
27 State of California as hourly, non-exempt workers during the period of the
28

relevant statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendants.

G. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

H. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who were not reimbursed for required business expenses.

31. This action is brought, and may properly be maintained, as a class action under CCP §382 because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses (collectively “Class”) are easily ascertainable.

32. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believe, and on that basis alleges, that during the relevant time period, Defendants employed over 100 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendants’ possession and control.

1 33. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff,
2 like others similarly situated, was subjected to Defendants' common, unlawful policies, practices,
3 and procedures described above. The Plaintiff's position at the company was typical of those of
4 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because
5 each have sustained damages arising out of and caused by Defendants' common course of conduct,
6 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
7 Class.

8 34. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
9 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
10 California labor and employment litigation.

11 35. Commonality: Common questions of law and fact exist, including but not limited to
12 the following:

- 13 i. Whether Defendants violated wage and hour laws by not paying all wages,
14 including overtime and penalty;
- 15 ii. Whether Defendants violated wage and hour laws by failing to pay all wages
16 owed twice a month;
- 17 iii. Whether Defendants violated wage and hour laws by failing to provide all
18 required, duty-free, 30-minute minimum meal periods;
- 19 iv. Whether Defendants violated wage and hour laws by failing to provide all
20 required rest periods;
- 21 v. Whether Defendants violated wage and hour laws by not compensating for
22 required business expenses;
- 23 vi. Whether Defendants violated wage and hour laws by failing to pay all wages
24 owed upon termination;
- 25 vii. Whether Defendants' policy and practice concerning rest breaks was
26 unlawful;
- 27 viii. Whether Defendants' policy and practice concerning meal breaks was
28 unlawful;

- ix. Whether Defendants' policy and practice concerning business expense reimbursement was unlawful;
- x. Whether Defendants unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. Whether Defendants' policy and practice of failing to pay employees all wages owed twice per month violates Labor Code §204(a);
- xii. Whether Defendants' policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, 203, and 204;
- xiii. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiffs, the Class Members, and Subclass Members;
- xiv. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xv. Whether Defendants, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xvi. Whether Defendants' conduct was willful and reckless;
- xvii. The effect upon and the extent of injuries suffered by Plaintiffs and the Plaintiffs Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xviii. What is the extent of liability of each Defendants, including DOE defendants, to each Class and Subclass member?

36. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief.

Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

37. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

38. Plaintiffs request, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendants.

FIRST CAUSE OF ACTION

FAILURE TO COMPLY WITH CALIFORNIA LAW CONCERNING PAYMENT FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,
1197.1, 1198, Wage Order 4

(All Plaintiffs Against All Defendants)

39. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

1 40. Defendants' conduct described in this complaint violates the provisions of Labor Code
2 §§ 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, and
3 Wage Order 4.

4 41. Section 2(K) of Wage Order 4 defines "hours worked" as "the time during which an
5 employee is subject to the control of an including all the time the employee is suffered or permitted
6 to work, whether or not required to do so." Defendants have been engaged in many unlawful
7 employment practices which resulted in underpayment for hours worked each pay period as
8 described below.

9 42. Timecard Rounding. Plaintiff and Class Members do not clock in and out, but instead
10 are required to record their time on paper timecards and then at the end of the week log their time
11 through an online portal on Defendants' website. Defendants discourage employees from inputting
12 overtime hours into the system. For example, if Plaintiff, who worked as a phlebotomist, was
13 assigned a patient and it took longer than anticipated to draw the patient's blood causing Plaintiff
14 to work overtime, she was discouraged from reporting that time because all overtime must be
15 approved in advance. However, there were practical difficulties associated with obtaining
16 supervisor approval in advance of having to work overtime, like leaving a patient's side in the
17 midst of providing treatment to request approval. Yet, Defendants' practice of understaffing and
18 overworking employees resulted in frequent and unpaid overtime. Plaintiff estimates that she
19 worked an average of 15 minutes of unpaid overtime, sometimes up to 30 minutes, at least 2 times
20 per week. Plaintiff and the Class were paid from their scheduled start time to scheduled end times
21 instead of actual hours worked.

22 43. The California Supreme Court has rejected the *de minimis* argument frequently echoed
23 by employers, confirming that employees are entitled to payment for all hours (and minutes)
24 worked. Indeed, California law will permit a "rounding policy only 'if the rounding policy is fair
25 and neutral on its face and 'it is used in such a manner that it will not result, over a period of time,
26 in failure to compensate the employees properly for all the time they have actually worked.'"
27 (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See's Candy*, 210
28 Cal.App.4th at p. 907.) The policy utilized by Defendants is neither fair nor neutral, as it

consistently shaved time from Plaintiff and Class Members' hours worked, resulting in a failure to compensate Plaintiff and the Class for all hours worked.

44. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendants failed to permit Plaintiff and Class Members to take timely, off-duty meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Plaintiff and the Class were frequently not given their meal break within the statutory time period required and breaks were interrupted with work duties resulting in underpaid hours worked. Plaintiff was also required to work while clocked out for lunch. Plaintiff and Class Members were frequently interrupted when on their lunch break but was not permitted to report this time worked on their timecard.

45. Failure to Pay Wages- Required Minimum Wage. Defendants failed to always pay Plaintiff and the Class for all hours worked as a result of Defendants' practices described above. Based on Defendants' unlawful conduct described above, Defendants' failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for those hours worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 4-2001 4(B). Defendants are liable for civil penalties pursuant to Labor Code §558.

46. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff and the Class all wages earned twice during each calendar month pursuant to Labor Code §204(a). Defendants failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Plaintiff and Class Members were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code §210 for failure to pay wages as required by law.

47. Additionally, pursuant to Labor Code § 558, Plaintiffs request that this Court award civil penalties as set forth in § 558 for each pay period during which Defendants failed to pay Plaintiff and the Class Members as alleged above.

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uninterrupted ten-minute rest breaks; (4) because Defendants did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

53. Defendants did not consistently authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When breaks were missed Defendants failed to pay the 1-hour penalty, as required. Because Defendants violated the Wage Order, Defendants are liable under Labor Code §1198.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE TIMELY, UNINTERRUPTED MEAL BREAKS

Cal. Labor Code §§226, 226.7, 512, 558, 1199, Wage Order 4

(All Plaintiffs Against All Defendants)

54. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

55. During Plaintiff's employment, Defendants failed to maintain a compliant meal period policy and practice. Defendants failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

56. Plaintiff experienced frequent meal period violations. On numerous days, her meal break was either late, short, or interrupted. Plaintiff observed this same violation with other Class Members. Moreover, Defendants did not keep accurate records concerning whether and when

1 employees took meal periods. At the end of the week, when employees were logging their hours
2 into Defendants' online portal, they were required to show a 30 minute timely meal period,
3 regardless of whether and when one was taken, or they would be reprimanded. Defendants also
4 failed to create and implement a meal period schedule.

5 57. Full, uninterrupted, off-duty, thirty-minute meal periods were not consistently provided
6 because Defendants: (1) did not account for all hours worked that were unaccounted for on their
7 timecard; (2) did not adequately inform and train employees about their rights to meal periods and
8 premium payments for non-compliant meal periods; (3) did not adequately inform and train
9 employees about when, where and how to take timely and uninterrupted thirty-minute meal
10 periods; (4) because Defendants did not staff enough people to schedule all timely and
11 uninterrupted thirty-minute meal periods; and/or (5) because management at various levels,
12 affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully
13 compliant meal period policy. Plaintiff and Class Members were not paid a premium payment,
14 paid as an hour's wage when meal periods were not given to them in compliance with California
15 law.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

18 Cal. Labor Code §§1198, 2802

19 **(All Plaintiffs Against All Defendants)**

20 58. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 59. Labor Code §2802 requires employers to indemnify employees for necessary
23 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
24 Plaintiff and Class Members were required to use their personal cell phones for work purposes
25 when required to log in at the end of the week to input their hours. Although some computers were
26 provided at the healthcare location, there were fewer computers than employees and other
27 employees were often using the computers to do their work and could not be interrupted so that
28 Plaintiff and Class Members could log them out, log themselves in and record their hours, and then

1 log them back in again. Defendants' failure to provide sufficient equipment made it impossible to
2 avoid using their personal phone to log their hours and Plaintiff and Class Members routinely used
3 their personal phones to input their hours at the end of each week yet were never reimbursed for
4 this expense.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND**
7 **MAINTAIN ACCURATE RECORDS**

8 Cal. Labor Code §§ 226, 1174, 1199

9 **(All Plaintiffs Against All Defendants)**

10 60. Plaintiff incorporates by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 61. California Labor Code § 226(a) provides that "[e]very employer shall, semimonthly or
13 at the time of each payment of wages, furnish each of his or her employees...an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
16 (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for which the employee
17 is paid, (7) the name of the employee and his or her social security number..., (8) the name and
18 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
19 the pay period and the corresponding number of hours worked at each hourly rate by the
20 employee."

21 62. Labor Code § 1174 provides that "[e]very employer employing labor in this state shall
22 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages
23 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
24 which employees are employed, payroll records showing the hours worked daily by and the wages
25 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
26 employees employed at the respective plants or establishments. These records shall be kept in
27 accordance with rules established for this purpose by the commission, but in any case shall be kept
28 on file for not less than two years."

1 63. Defendants knowingly and intentionally failed to consistently provide timely, accurate,
2 itemized wage statements to Plaintiffs in accordance with Labor Code §§ 226 and keep accurate
3 records as required by §1174(d). The statements provided to Plaintiffs, and the records maintained
4 by Defendants, often have not accurately reflected actual total hours worked, meal and rest period
5 penalties, and wages earned.

6 64. Such failures caused injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the total hours worked and the amount of wages to which they are and were
8 entitled. Defendants knowingly and intentionally failed to itemize the gross wages earned, net
9 wages earned, and total hours worked. Finally, Defendants have violated Labor Code §432.5 for
10 forcing Plaintiffs to sign employment related contracts and documents that contained unlawful
11 terms of employment.

12 65. Plaintiff and the Class Members are therefore entitled to the damages and penalties,
13 plus attorneys' fees and costs, provided for under Labor Code §§ 226(e) and (g). Pursuant to Labor
14 Code § 226(g), Plaintiff and the Class Members are also entitled to and seek injunctive relief
15 requiring Defendants to comply with Labor Code 226(a).

16 66. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully fails
17 to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
18 records maintained by subdivision (d) of Section 1174, or to allow any member of the commission
19 or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall
20 be subject to a civil penalty of five hundred dollars (\$500)."

21 67. Plaintiff alleges on information and belief that Defendants knowingly and intentionally
22 failed to furnish the Class Members with accurate itemized statements for each pay period that
23 they worked and failed to maintain accurate payroll records of the Class Members as mandated by
24 Labor Code §§ 226 and 1174. As such, the Class Members are entitled to civil penalties and an
25 award of costs and attorney's fees under § 226(e). In addition, the Class Members are entitled to
26 recover civil penalties under § 1174.5.

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

3 **California Business and Professions Code section 17200, et seq.**

4 **(All Plaintiffs Against All Defendants)**

5 68. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 69. Defendants knowingly committed, and upon information and belief continue to
8 commit, ongoing unlawful business practices within the meaning of the UCL, including, but not
9 limited to unlawful practices as described in the causes of action articulated above, and hereby
10 incorporated herein.

11 70. Plaintiff and Class Members lost money and property as a result of Defendants'
12 unlawful business practices described above.

13 71. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
14 money or property acquired by Defendants by means of such unlawful business practices, in
15 amounts not yet known, but to be ascertained at trial.

16 72. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
17 against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining
18 Defendants from engaging in the unlawful business practices described above, Plaintiff and the
19 general public will be irreparably injured.

20 73. Plaintiff and Class Members have no plain, speedy, and adequate remedy at law.
21 Defendants, if not enjoined by this Court, will continue to engage in the unlawful business
22 practices described above in violation of the UCL, in derogation of the rights of Plaintiff and Class
23 Members and of the general public.

24 74. Plaintiff's success in this action will result in the enforcement of important rights
25 affecting the public interest by conferring a significant benefit upon the general public.

26 75. Defendants' numerous violations of local and California law, as well as the other
27 statutory and regulatory violations alleged herein, constitute unlawful business actions and
28 practices in violation of Business and Professions Code § 17200, et seq.

76. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendants during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendants to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing meal/rest periods to all workers as defined herein, timely paying due wages upon termination, reimbursing for expenses, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendants as follows:

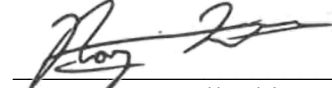
- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. Provision of class notice to all members of the Class;
- C. That Defendants are found to have violated the above-referenced provisions of the Labor Code, CCR and IWC Wage Order 4 as to Plaintiff, Class Members and relevant subclass Members;
- D. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for not being paid wages;
- F. For compensation for not being paid penalty wages;
- G. For compensation for not being paid overtime wage;
- H. For compensation for not paid wages owed twice per month;
- I. For compensation for not being provided uninterrupted meal periods and second meal periods;
- J. For compensation for not being provided proper rest breaks;

- 1 K. For compensation for not being reimbursed for required business expenses;
- 2 L. For compensation for not paid wages due upon termination;
- 3 M. That Defendants' actions are found to be willful and/or in bad faith to the extent
- 4 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
- 5 willful failure to pay all compensation owed at the time of separation to Plaintiff
- 6 and Class Members no longer employed by Defendants;
- 7 N. That Plaintiff and Class Members receive penalties for Defendants' violation of
- 8 §226 and 1174 of the California Labor Code for willful failure to provide and
- 9 maintain the required accurate and itemized wage statements;
- 10 O. That Plaintiff and Class Members receive an award in the amount of unpaid
- 11 wages owed, including interest thereon, and penalties as provided in the Labor
- 12 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
- 13 558, subject to proof at trial;
- 14 P. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
- 15 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
- 16 § 218.5 and CCP 1021.5;
- 17 Q. That Defendants be ordered to pay restitution to Plaintiff and Class Members
- 18 for amounts acquired through Defendants' unlawful activities pursuant to
- 19 Business and Professions Code §§ 17200-05 and enjoined to cease and desist
- 20 from unlawful and unfair activities in violation of California Business and
- 21 Professions Code § 17200 et. seq.;
- 22 R. That Plaintiff and Class Members receive an award of reasonable attorneys'
- 23 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
- 24 218.5, and 1194 and/or applicable laws;
- 25 S. That the Court issue declaratory relief that Defendants' challenged policies are
- 26 unlawful; and
- 27
- 28

1 T. That the Court order further relief, in law and equity, as it deems appropriate
2 and just.
3

4 DATED: November 3, 2022

KOUL LAW FIRM

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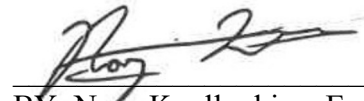
6 BY: Nazo Koulloukian, Esq.
7 Attorneys for Plaintiffs ERIKA NUNEZ and
8 putative class members
9

10 ***DEMAND FOR JURY TRIAL***
11

12 Plaintiffs, on behalf of themselves and the putative class, hereby demands trial by jury to
13 the full extent permitted by law.
14

15 DATED: November 3, 2022

KOUL LAW FIRM

16 

17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiffs ERIKA NUNEZ and
19 putative class members
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