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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JAQULYNE ROE,

Plaintiff,

vs.

GOODLIFE PHYSICAL MEDICINE CORP.,
INC, a California corporation; GOODLIFE
MANAGEMENT SERVICES, LLC, a
California limited liability company; DAVE
CARRY CHIROPRACTIC, INC., a California
corporation; ADAM WEITZMAN, M.D., an
individual; DAVID CARRY, D.C., an
individual; and DOES 1-50, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES,
STATUTORY PENALTIES, CIVIL
PENALTIES, AND EQUITABLE RELIEF**

Individual Claims

1. Failure to Pay Minimum Wages [Labor Code §§ 558.1, 1194, 1194.2, 1197, 1197.1, Wage Order 4-2001, ¶4(B); and the Los Angeles Minimum Wage Ordinance];
2. Failure to Pay Overtime Wages [Labor Code §§ 510, 558.1, 1194, and Wage Order 4-2001, ¶3(A)];
3. Failure to Provide Off-Duty Meal Periods and Pay Premium Wages [Labor Code §§ 226.7, 512, 558.1, and Wage Order 4-2001, ¶11(A)-(B)];
4. Failure to Provide Off-Duty Rest Periods and Pay Premium Wages [Labor Code §§ 226.7, 558.1, and Wage Order 4-2001, ¶12(A)-(B)];
5. Unlawful Wage Deductions [Labor Code §§ 221, 223, and Wage Order 4-2001, ¶8];
6. Failure to Reimburse Business Expenses [Labor Code §§ 558.1, 2802];
7. Labor Code § 210 Penalties for Failure to Timely Pay All Wages Due on Designated Paydays [Labor Code § 204 and Wage Order 4-2001 ¶4(B)];

8. Failure to Furnish Accurate Itemized Wage Statements [Labor Code § 226, 558, 558.1, and Wage Order 4-2001 ¶7(B)];
9. Failure to Timely Provide Payroll Records Upon Request [Labor Code § 226(c) and Wage Order 4-2001 ¶7(C)];
10. Conversion of Gratuities Paid by Customers to Employees [California Labor Code § 351];
11. Failure to Timely Provide Employment Records Upon Request [Labor Code 1198.5(b)(1)];
12. Unfair Competition [Bus. & Prof. Code §§ 17200, *et seq.*]; and
13. Violation of the Private Attorneys General Act of 2004 [Labor Code §§ 2698, *et seq.*]

**Representative Claims for Civil Penalties
Made Pursuant to The Labor Code Private
Attorneys General Act of 2004 [Labor Code
§§ 2698, *et seq.*]**

- i. Labor Code § 225.5 Penalties for Violation of Labor Code § 216 – False Denial of Wages Due;
- ii. Labor Code § 225.5 Penalties for Violation of Labor Code § 221 – Unlawful Wage Deductions;
- iii. Labor Code § 226.3 Penalties for Labor Code § 226(a)(1) Wage Statement Violations;
- iv. Labor Code § 226.3 Penalties for Labor Code § 226(a)(2) Wage Statement Violations;
- v. Labor Code § 226.3 Penalties for Labor Code § 226(a)(4) Wage Statement Violations;
- vi. Labor Code § 226.3 Penalties for Labor Code § 226(a)(7) Wage Statement Violations;
- vii. Labor Code § 226.3 Penalties for Labor Code § 226(a)(8) Wage Statement Violations;
- viii. Labor Code § 226.3 Penalties for Labor Code § 226(a)(9) Wage Statement Violations;
- ix. Labor Code § 226.8(b) Penalties for Violation of Labor Code § 226.8(a)(1) – Willful Misclassification;
- x. Labor Code § 226.8(b) Penalties for Violation of Labor Code § 226.8(a)(2) – Charging Willfully Misclassified Employees a Fee or Making a Deduction from Wages;
- xi. Labor Code § 226.8(c) Penalties for Engaging in a Pattern or Practice of

COMPLAINT FOR DAMAGES, CIVIL PENALTIES, AND EQUITABLE RELIEF

- Willful Misclassification;
- xii. Labor Code § 226.8(c) Penalties for Engaging in a Pattern or Practice of Charging a Willfully Misclassified Employee a Fee in Violation of Labor Code § 226.8(a)(2);
 - xiii. Labor Code § 256 Civil Penalties for Violation of Labor Code § 226.7(c) - Failure to Pay All Premium Wages for Unprovided Meal Periods;
 - xiv. Labor Code § 558 Penalties for Violation of Labor Code § 226.7(c) - Failure to Pay All Premium Wages for Unprovided Rest Breaks;
 - xv. Labor Code § 558 Penalties for Violation of Labor Code § 510 – Failure to Pay Overtime;
 - xvi. Labor Code § 1033 Penalties for Violation of § 1030 Penalties - Failure to Provide Compliant Lactation Facilities;
 - xvii. Labor Code § 1174.5 Penalties for violation of Labor Code § 1174 – Failure to Maintain Required Records;
 - xviii. Labor Code §§ 1194.2 and 1197.1 Penalties for Violation of Labor Code § 1197 -Failure to Minimum Wages;
 - xix. Labor Code § 2699(f) Penalties for Violation of § 246(b)(1) - Failure to Provide Paid Sick Leave;
 - xx. Labor Code § 2699(f) Penalties for Violation of § 246(h) - Failure to Provide Notice of Available Paid Sick Leave Benefits;
 - xxi. Labor Code § 2699(f) Penalties for Violation of § 247.5(a) - Failure to Keep Records of Hours Worked and Paid Sick Leave Accrued;
 - xxii. Labor Code § 2699(f) Penalties for Violation of § 351 – Failure to Remit Gratuities;
 - xxiii. Labor Code § 2699(f) Penalties for Violation of § 353 – Failure to Maintain Records of Gratuities for Three Years; and
 - xxiv. Labor Code § 2699(f) Penalties for Violation of Labor Code § 2802 – Failure to Reimburse Business Expenses

Plaintiff Jaqulyne Roe (“Plaintiff”), both individually and in her representative capacity as a private attorney general on behalf of all aggrieved workers employed by defendants, alleges upon

information and belief as follows:

INTRODUCTION

1. Plaintiff Jaqulyne Roe (“Plaintiff”) is a legally blind single mother of three young children.

2. Beginning in 2012, Plaintiff was jointly-employed as a massage therapist by defendants Goodlife Physical Medicine Corp., Inc., a California corporation (“GPMC”); Goodlife Management Services, LLC, a California limited liability company (“GMS”); Dave Carry Chiropractic, Inc., a California corporation (“DCC”); Adam Weitzman, M.D., an individual (“Dr. Weitzman”); David Carry, D.C., an individual (“Dr. Carry”); and Does 1-50, inclusive (defendants GPMC, GMS, DCC, Dr. Weitzman, and Dr. Carry are referred to collectively hereafter as “Goodlife” or “defendants”).

3. Goodlife jointly owns, operates, manages, and controls a chain of integrative health medical clinics located in the cities of Redondo Beach, El Segundo, and Torrance, all of which are located within Los Angeles County, California, employing approximately twenty-five (25) massage therapists.

4. Starting in at least 2012 and throughout Plaintiff’s employment, Goodlife instituted and thereafter willfully followed an unlawful policy, pattern or practice of uniformly misclassifying Plaintiff and the other massage therapist employees as independent contractors when they were in fact at all times employees under California law, despite the following facts:

- i. massage therapy is integral to Goodlife’s business and profit model;
- ii. Goodlife exercises virtually complete control over every aspect of Plaintiff’s and the massage therapists’ job duties and standards of performance;
- iii. Goodlife provides the workspace, tools, and supplies necessary for the Plaintiff and the massage therapists to perform their job duties;
- iv. Goodlife controls all patient scheduling for the massage therapy services provided by Plaintiff and the massage therapists;
- v. Goodlife controls all patient billing for the massage therapy services provided by Plaintiff and the massage therapists; and
- vi. Goodlife collects all fees from either the insurance carriers of, or directly from, the

patients to whom Plaintiff and the massage therapists provided massage therapy services.

5. Goodlife's unlawful policies violate numerous provisions of the California Labor Code (the "Labor Code"), California Industrial Welfare Commission Wage Order 4-2001 (the "Wage Order"), and California Business and Professions Code §§ 17200, *et seq.* (the "UCL"). Specifically, Goodlife instituted and unlawfully pursued a policy, pattern or practice of:

- i. willfully misclassifying Plaintiff and the massage therapists as exempt independent contractors;
- ii. unlawfully charging a fee and/or making unlawful deductions from the wages of Plaintiff and the massage therapists (as willfully misclassified workers) for Goodlife's sole benefit;
- iii. engaging in a pattern or practice of willfully misclassifying Plaintiff and the massage therapists as exempt independent contractors;
- iv. engaging in a pattern or practice of making illegal deductions from the wages of Plaintiff and the massage therapists (as willfully misclassified workers) in order to recoup Goodlife's marketing costs;
- v. failing to pay Plaintiff and the massage therapists all minimum wages due;
- vi. failing to pay Plaintiff and the massage therapists all overtime wages due;
- vii. failing to provide Plaintiff and the massage therapists with off-duty meal periods and failing to pay all premium wages due;
- viii. failing to provide Plaintiff and the massage therapists with off-duty rest periods and failing to pay all premium wages due;
- ix. willfully failing to provide Plaintiff and the massage therapists with legally compliant wage statements;
- x. taking unlawful deductions from the wages of Plaintiff and the massage therapists;
- xi. failing to reimburse Plaintiff and the massage therapists for necessary business expenses incurred at the direction of Goodlife and/or as a direct result of the discharge of their duties for Goodlife;

- xii. falsely denying the amount of wages owed to Plaintiff and the massage therapists;
- xiii. failing to remit to Plaintiff and the massage therapists all gratuities left for them by patients using a credit card;
- xiv. failing to provide Plaintiff and the massage therapists with paid sick leave;
- xv. failing to make, keep, and maintain accurate records of sick leave accrued and used by Plaintiff and the massage therapists;
- xvi. failing to make, keep, and maintain accurate records of the hours worked and wages earned by Plaintiff and the massage therapists;
- xvii. failing to pay Plaintiff and the massage therapists all wages due at least twice each calendar month;
- xviii. failing to provide Plaintiff and the massage therapists with legally compliant lactation facilities; and
- xix. violating numerous provisions of the Wage Order related to hours of work, wages, and working conditions of Plaintiff and the massage therapists.

6. Accordingly, Plaintiff alleges individual claims under the Labor Code, the Wage Order, and the UCL for the following: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) unpaid premium wages for all unprovided meal periods; (4) unpaid premium wages for all unprovided rest breaks; (5) all unlawful deductions from wages; (6) all unreimbursed business expenses; (7) statutory penalties pursuant to Labor Code § 210 for violation of Labor Code § 204; (8) failure to provide itemized wage statements; (9) failure to provide payroll records upon reasonable request; (10) failure to provide employment records upon reasonable request; and (11) restitution and declaratory relief pursuant to the UCL.

7. Additionally, as set forth in the Thirteenth Cause of Action, on behalf of herself and all other aggrieved Goodlife employees, Ms. Roe further seeks the recovery of civil penalties, statutory penalties, attorneys' fees, and costs, and all other relief available under The Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (the "PAGA").

PARTIES

8. Plaintiff currently resides in Redondo Beach, California, which is located in Los

Angeles County, California.

9. Goodlife employed Plaintiff as a Massage Therapist between approximately 2012 and March 2020.

10. Defendant GPMC is a California corporation headquartered in Redondo Beach, California and is a “person” within the meaning of Cal. Civil Code § 1786.2(a).

11. Defendant GMS is a California limited liability company conducting business operations in Redondo Beach, California and is a “person” within the meaning of Cal. Civil Code § 1786.2(a).

12. Defendant DCC is a California corporation headquartered in Redondo Beach, California and is a “person” within the meaning of Cal. Civil Code § 1786.2(a).

13. Dr. Weitzman is an individual residing in Los Angeles County, California and for purposes of the claims against Goodlife alleged in this lawsuit, Dr. Weitzman is a “person acting on behalf of an employer” within the meaning of Cal. Labor Code § 558.1.

14. Dr. Carry is an individual residing in Los Angeles County, California, and for purposes of the claims against Goodlife alleged this lawsuit, Dr. Carry is a “person acting on behalf of an employer” within the meaning of Cal. Labor Code § 558.1.

15. On its website, <http://www.goodlife-medical.com/about-us>, Goodlife describes itself as follows:

Goodlife is an Integrated Medical Clinic
Integrative medicine combines modern medicine with established complementary and alternative practice. Goodlife integrates modern medicine along with chiropractic care, physical therapy and massage therapy.

Goodlife Physical Medicine is a multi-specialty healthcare group providing a comprehensive, conventional, and alternative treatment approach to sports injuries, musculoskeletal pain, and chronic lifestyle and postural related conditions throughout its multiple locations in the South Bay of Los Angeles California. Founded by Dr. Dave Carry in 2009, Goodlife utilizes the most recent advances in medicine, chiropractic, physical therapy, Cold-Laser, and massage therapy. [emphases added]

16. Goodlife’s own website and business practices establish that massage therapy is an integral component of Goodlife’s treatment, business, and profit model.

1 17. Based upon information and belief, defendants GPMC, GMS, and DCC are and were at
2 all times relevant to this action engaged in a partnership and/or joint-venture to promote and profit
3 from Goodlife's business activities, and each specifically engaged in and continue to engage in the
4 illegal acts, omissions, and violations of California law alleged in this lawsuit.

5 18. Based upon information and belief, Dr. Weitzman is an officer, director, shareholder,
6 and/or managing agent of defendant GPMC, was a direct supervisor of Ms. Roe, and at all times
7 relevant to this action specifically engaged in and continues to engage in the illegal acts, omissions,
8 and violations of California law alleged in this lawsuit.

9 19. Based upon information and belief, Dr. Carry is an officer, director, shareholder, and/or
10 managing agent of defendant GPMC, was a direct supervisor of Ms. Roe, and at all times relevant to
11 this action specifically engaged in and continues to engage in the illegal acts, omissions, and violations
12 of California law alleged in this lawsuit.

13 20. Based upon information and belief, Dr. Carry is an officer, director, shareholder, and/or
14 managing agent of defendant GMS, was a direct supervisor of Ms. Roe, and at all times relevant to
15 this action specifically engaged in and continues to engage in the illegal acts, omissions, and violations
16 of California law alleged in this lawsuit.

17 21. Based upon information and belief, Dr. Weitzman is an officer, director, shareholder
18 and/or managing agent of defendants GMS, was a direct supervisor of Ms. Roe, and at all times
19 relevant to this action specifically engaged in and continues to engage in the wrongful acts and
20 omissions that caused the violations of California law alleged in this lawsuit.

21 22. Based upon information and belief, Dr. Carry is an officer, director, shareholder and/or
22 managing agent of DCC, was a direct supervisor of Ms. Roe, and at all times relevant to this action
23 specifically engaged in and continues to engage in the wrongful acts and omissions that caused the
24 violations of California law alleged in this lawsuit.

25 23. Based upon information and belief, Dr. Weitzman is a, officer, director, shareholder,
26 and/or managing agent of DCC, was a direct supervisor of Ms. Roe, and at all times relevant to this
27 action specifically engaged in and continues to engage in the wrongful acts and omissions that caused
28 the violations of California law alleged in this lawsuit.

24. In their capacities as managing agents of Goodlife, Drs. Carry and Weitzman have directly or indirectly, either personally or through an agent or another person or persons, exercised control over the wages, hours of work, and working conditions of Goodlife employees; designed and implemented policies regarding Goodlife's meal and rest breaks; made decisions regarding the indemnification of employee business expenses; and made all decisions regarding the hiring and termination of Goodlife employees.

25. At all times relevant to this action, both Dr. Weitzman and Dr. Carry exercised day-to-day control of the operations, work conditions, and hours of work of Ms. Roe and the Aggrieved Employees, and as such, each either acted or failed to act in violation of Labor Code §§ 226, 226.7, 1194, and 2802 and the Wage Order, and accordingly, pursuant to Labor Code § 558.1, Drs. Weitzman and Carry are individually, jointly, and severally liable with all of the other Goodlife defendants for the statutory penalties, civil penalties, interest, attorneys' fees and costs sought by Plaintiff and the Aggrieved Employees pursuant to the PAGA, irrespective of the applicability of the *alter ego* doctrine. See *Atema v. Pedrazzani* (2018) 27 Cal.App.5th 809.

26. The true names and capacities of DOES 1-50, inclusive, whether such other DOE defendants are individuals, officers, directors, corporations, partners, joint venturers, managing agents, employees, agents, associates, representatives, or otherwise is unknown to Plaintiff. Plaintiff will seek leave to amend this complaint to show the true names, capacities, and involvement of DOES 1-50, inclusive, once they are ascertained. Plaintiff is informed, believes, and thereon alleges that each of the defendants designated as a DOE is responsible in some manner for the events, happenings, acts, and omissions alleged herein, and that Plaintiff's injuries and damages were proximately caused by said defendants. Plaintiff is informed, believes, and thereon alleges that at all times relevant to this lawsuit, each of the DOES 1-50, inclusive, was a partner, joint-venturer, managing agent, employee, associate, representative, successor, predecessor, parent, and/or subsidiary of each of the remaining defendants, and each of them was at all times acting within the purpose and scope of the applicable relationship.

JURISDICTION AND VENUE

27. This Court has subject matter jurisdiction over Plaintiff's claims because they arise under the Labor Code, the Wage Order, the UCL, and/or PAGA.

1 28. This Court has personal jurisdiction over the defendants because each either reside,
2 conduct business, or maintain headquarters within Los Angeles County and the State of California.

3 29. Venue is proper because each of the defendants either reside, conduct business, or
4 maintain headquarters within Los Angeles County, California, and because each cause of action
5 alleged herein arises from illegal activity that occurred within Los Angeles County, California.

6 **GOODLIFE'S PATTERN AND PRACTICE OF WILFULL MISCLASSIFICATION**

7 30. Goodlife conducts business as a health care services employer and jointly owns,
8 operates, manages, and controls a chain of integrative health medical clinics located in the California
9 cities of Redondo Beach, El Segundo, and Torrance.

10 31. When Goodlife hired Ms. Roe in 2012, the parties entered into an oral employment
11 contract whereby Goodlife employed her to provide massage therapy services to Goodlife's patients at
12 its Redondo Beach clinic for an hourly wage of \$23.00 (increased to \$32.00 per hour in 2016).

13 32. Upon hiring, Goodlife immediately misclassified Ms. Roe and the other massage
14 therapists as exempt independent contractors, despite the following facts:

- 15 i. Goodlife unilaterally prepared and provided to Plaintiff and the Aggrieved
16 Employees its employment policy manual, a true and correct copy of which is
17 attached hereto as Exhibit 1;
- 18 ii. Goodlife's employment policy manual(s) set forth Goodlife's Company policies
19 and employee performance expectations, including, but not limited to, policies
20 concerning: punctuality, personal appearance and grooming standards, paydays, pay
21 policies, wearing Goodlife branded and uniforms, massage gratuity policies
22 cancellation/no-show policies, break policies, time-off requests, the manner in
23 which massage therapy is to be (and not be) performed, patient relations, patient
24 communications, the cleanliness and cleaning of massage suites, etc.;
- 25 iii. the massage therapy services Goodlife sold to its patients generate a substantial
26 portion of its profits and are in fact integral to its business and profit model;
- 27 iv. Goodlife at all times retained the unilateral authority to schedule all massage
28 therapy services;

- v. Goodlife at all times retained the unilateral authority to set all massage therapy pricing;
 - vi. Goodlife at all times retained unilateral authority to handle all massage therapy billing;
 - vii. Goodlife at all times retained the unilateral authority to collect all fees directly from patients for massage therapy services and at no time are Plaintiff or the Aggrieved Employees permitted to accept any payment whatsoever directly from any Goodlife patient other than nominal cash gratuities;
 - viii. Goodlife at all times retained the unilateral authority to collect all cash and process credit card payments for massage therapy services;
 - ix. Goodlife at all times retained the unilateral authority to bill the insurance carriers of patients receiving massage therapy services;
 - x. Goodlife at all times retained the unilateral authority to collect and receive all payments and proceeds from the insurance carriers of patients receiving massage therapy services;
 - xi. Goodlife unilaterally designated Plaintiff and the Aggrieved Employees as exempt independent contractors at the time they were hired;
 - xii. Goodlife provided Plaintiff and the Aggrieved Employees with a massage therapy suite located within its clinic(s) and supplied Plaintiff and the Aggrieved Employees with the instrumentalities and tools to provide massage therapy services, including, but not limited to, massage table, massage oil, pregnancy massage pillows, massage bolsters, ice-packs, heat packs, a white noise generator, air freshener, face cradles, a table warmer, and other necessary items; and
 - xiii. Goodlife at all times retained the sole authority to market the massage therapy services, including, but not limited to the unilateral right to enter into online marketing contracts with www.groupon.com to sell discounted massage therapy packages (the “Groupon Massage Packages”).
33. Despite the complete control Goodlife exerted over virtually every aspect of the job

1 duties performed by Plaintiff and the Aggrieved Employees, Goodlife nonetheless willfully misclassified
2 them as independent contractors. Accordingly, Plaintiff seeks a declaration that Goodlife willfully
3 followed a pattern or practice of misclassifying them as independent contractors, in violation of Labor
4 Code § 226.8.

5 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

6 34. Pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of herself and
7 the Aggrieved Employees against whom Goodlife committed one or more of the alleged violations, and
8 Plaintiff is pursuing the civil penalties for the violations alleged herein.

9 35. In accordance with the requirements set forth in Labor Code § 2699.3, on April 28, 2020,
10 Plaintiff's counsel provided the California Labor and Workforce Development Agency ("LWDA") with
11 written notice setting forth the Labor Code and Wage Order violations alleged herein via internet upload
12 to <https://dir.tfaforms.net/266>, with a courtesy copy to PAGAfiling@dir.ca.gov, paid the required
13 seventy-five dollar (\$75.00) fee, and thereafter served the named defendants with a copy of that notice by
14 certified mail.

15 36. The LWDA has not responded to Plaintiff's notice or otherwise indicated an intention to
16 investigate the claims set forth therein and more than sixty (60) days have lapsed since that notice was
17 filed with the LWDA and served upon defendants, and accordingly the one-year PAGA penalties "look-
18 back" period ("PAGA Claim Period") ended on April 28, 2020.

19 37. Accordingly, Plaintiff has fully exhausted all required administrative remedies for the
20 PAGA claims alleged herein, and she is therefore entitled to pursue them as a private attorney general
21 pursuant to PAGA.

22 38. Plaintiff is an aggrieved employee of the labor violations alleged herein, and brings these
23 PAGA causes of action against Goodlife on behalf of herself and all other aggrieved employees, defined
24 as "All persons who were or are employed by defendants in the State of California and against whom one
25 or more of the alleged violations described below was committed, including, but not limited to, Plaintiff
26 and all other willfully misclassified massage therapists employed by Goodlife during the PAGA Claim
27 Period."

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FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 223, 1194, 1194.2, 1197, and Wage Order ¶4(B) by Plaintiff Individually Against All Defendants)

39. Plaintiff re-alleges the preceding paragraphs as though fully set forth.

40. Section 1, Article 7, §187.02(B) of the Los Angeles Municipal Code (“L.A. Minimum Wage Ordinance”) requires that employers having more than 26 employees within Los Angeles County pay employees the following minimum wages (“L.A. Minimum Wage”) as of the following dates:

1. On July 1, 2016, the hourly wage shall be \$10.50.
2. On July 1, 2017, the hourly wage shall be \$12.00.
3. On July 1, 2018, the hourly wage shall be \$13.25.
4. On July 1, 2019, the hourly wage shall be \$14.25.
5. On July 1, 2020, the hourly wage shall be \$15.00.

41. Goodlife failed to pay Plaintiff the L.A. Minimum Wage for all hours she worked.

42. Labor Code §§ 223, 1194, 1197 and ¶4(B) of the Wage Order require Goodlife to pay Plaintiff an amount equal to or greater than the agreed rate for all hours she worked, yet Goodlife failed to do so.

43. Goodlife is liable to Plaintiff for the full balance of all unpaid L.A. minimum wages, attorneys’ fees and costs, and prejudgment interest pursuant to Labor Code § 1194(a), as well as liquidated damages pursuant to Labor Code § 1194.2.

44. Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

45. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an “employer or other person acting on behalf of an employer” for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

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SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 558, 1194, and Wage Order 4-2001, ¶3(A) by Plaintiff Individually Against All Defendants)

46. Plaintiff re-alleges the preceding paragraphs as though fully set forth.

47. Labor Code §§ 510, ¶3(A) of the Wage Order require Goodlife to pay non-exempt employees overtime premium wages for all hours worked in excess of eight (8) in any given workday, forty (40) hours in any given workweek, or on the seventh day worked in a single workweek, all of which must be paid at the statutory or agreed rate, none of which can be used as a credit against Goodlife's minimum wage obligation.

48. Plaintiff regularly worked more than eight (8) hours per day and/or more than forty (40) hours per workweek, yet Goodlife never paid her overtime compensation, in violation of Labor Code §§ 510, 558, 1194, and ¶3(A) of the Wage Order.

49. Goodlife's failure to pay Plaintiff earned overtime compensation violated Labor Code §§ 510, 1194, and the Wage Order, and as a result, Goodlife is liable for the full balance of unpaid overtime wages, attorneys' fees and costs, and prejudgment interest pursuant to Labor Code § 1194(a).

50. Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

51. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an "employer or other person acting on behalf of an employer" for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

THIRD CAUSE OF ACTION

(Failure to Provide Off-Duty Meal Periods in Violation of Labor Code §§ 226.7, 512, and Wage Order 4-2001, ¶11(A)-(B) by Plaintiff Individually Against All Defendants)

52. Plaintiff re-alleges the preceding paragraphs as though fully set forth.

53. Plaintiff worked in excess of five hours a day without being provided with a thirty (30) minute meal period in which she was relieved of her duties, as required by Labor Code §§ 226.7 and 512 and the Wage Order. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal. 4th 1004, 1040-41 (“The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A] first meal period [is required] no later than the end of an employee’s fifth hour of work, and a second meal period [is required] no later than the end of an employee’s 10th hour of work.”).

54. Goodlife failed to provide Plaintiff with off-duty meal periods as required by Labor Code §§ 226.7(B), 512(a), and ¶11(A) of the Wage Order.

55. Goodlife failed to pay Plaintiff one hour of premium pay at her regularly hourly rate of pay for each unprovided off-duty meal period as required by Labor Code § 226.7(c) and ¶11(B) of the Wage Order.

56. As a result of the foregoing violations, Goodlife is liable to Plaintiff for one hour of pay at her regular rate of pay for each work day she was not provided with a lawful meal period, reasonable attorneys’ fees and costs of suit pursuant to Labor Code § 218.5, and pre-judgment interest pursuant to § 218.6.

57. Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

58. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an “employer or other person acting on behalf of an employer” for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

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FOURTH CAUSE OF ACTION

(Failure to Provide Off-Duty Rest Breaks in Violation of Cal. Lab. Code § 226.7 and Wage Order 4-2001, ¶12(A)-(B) by Plaintiff Individually Against All Defendants)

59. Plaintiff re-alleges the preceding paragraphs as though fully set forth.

60. Defendants failed to provide Plaintiff with off-duty rest breaks required by § 226.7(b) and ¶ 12(A) of the Wage Order. See *Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest 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.”).

61. Goodlife failed to pay Plaintiff one hour of premium pay at her regularly hourly rate of pay for each unprovided off-duty rest break, in violation of Labor Code § 226.7(c) and ¶12(B) of the Wage Order.

62. As a result of the foregoing violations, Goodlife is liable to Plaintiff for one hour of premium pay at her regular rate of compensation for each workday she was not provided with a compliant rest break, pursuant to Labor Code § 226.7(c) and the Wage Order, ¶12(B), reasonable attorneys’ fees and costs of suit pursuant to Labor Code § 218.5, and pre-judgment interest pursuant to § 218.6.

63. Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

64. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an “employer or other person acting on behalf of an employer” for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

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FIFTH CAUSE OF ACTION

**(Unlawful Wage Deductions in Violation of Labor Code §§ 221-223 and Wage Order 4-2001, ¶8
by Plaintiff Individually Against All Defendants Except Drs. Carry and Weitzman)**

65. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

66. Throughout her employment and without her consent, Goodlife unilaterally contracted with www.groupon.com to market Ms. Roe's massage therapy services online at a discounted rate (the "Groupon Massage Packages").

67. Goodlife has sold more than five thousand (5,000) Groupon Massage Packages to date.

68. Goodlife collected and retained all of the fees collected from patients redeeming the Groupon Massage Packages.

69. Labor Code § 221 states "It shall be unlawful for any employer to collect or receive from an employee any part of wages thereto paid by said employer to said employee."

70. Labor Code § 223 states, "[w]here any statute or contract requires the employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

71. The Wage Order provides that the only circumstances under which an employer can make a deduction from an employee's wages due to a cash shortage, breakage, or loss of equipment is if the employer can show the shortage, breakage, or loss was the result of the employee's gross negligence or dishonest or willful act.

72. Labor Code §§ 221 and 223 and the Wage Order reflect California's fundamental public policy to protect workers' wages, prohibit employers from subjecting employees to unanticipated or unpredicted reductions in their wages, making employees the insurers of their employer's business losses, passing the employer's ordinary business losses on to the employee, or taking deductions from wages for business losses unless the employer can establish that the loss was caused by a dishonest or willful act, or the gross negligence of the employee.

73. At all times relevant to this action, Goodlife had a contractual obligation to pay Plaintiff and hourly rate of \$32.00 per hour.

74. Goodlife violated Labor Code § 221 and the Wage Order by making deductions from

Plaintiff's wages to unlawfully recoup the marketing fees Goodlife unilaterally contracted for with Groupon.com to perform online marketing services for Goodlife's sole benefit.

75. Goodlife violated Labor Code § 223 and the Wage Order by paying Plaintiff less than the contractually agreed upon rate of \$32.00 per hour for all massage therapy services, including but not limited to, the Groupon Massage Packages.

76. The unlawful deductions were taken as part of a deliberate subterfuge that was designed, constructed, implemented, and administered by Goodlife to circumvent the clear prohibitions of §§ 221, 223, and the Wage Order.

77. Goodlife is liable to Plaintiff for the compensation that should have been paid for but for the unlawful deductions made in violation of Labor Code §§ 221-223, and the Wage Order.

78. Plaintiff is entitled to recover the full balance of unpaid wages that Goodlife should have paid her but for the unlawful deductions pursuant to Cal. Labor Code §§ 221, 223 and the Wage Order, reasonable attorneys' fees and costs of suit pursuant to Labor Code § 218.5, and pre-judgment interest pursuant to § 218.6.

SIXTH CAUSE OF ACTION

(Failure to Reimburse Business Expenses in Violation of Labor Code § 2802 by Plaintiff Individually Against All Defendants)

79. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

80. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

81. Plaintiff regularly incurred reasonable and necessary business expenditures in the course of completing her duties and/or at the direction of Goodlife, which included, but were not limited to, the purchase of sheets for her massage table, laundry supplies, and monthly voice/data plan fees for the mobile device she used to communicate with Goodlife.

82. Goodlife unlawfully failed and refused to reimburse Plaintiff for the reasonable and necessary business expenses she incurred as a consequence of performing her job duties, and she is therefore entitled to recover from Goodlife all such unreimbursed expenditures, plus interest, attorneys'

1 fees, and costs pursuant to Labor Code § 2802.

2 83. Labor Code § 558.1(a) provides:

3 Any employer or other person acting on behalf of an employer, who
4 violates, or causes to be violated, any provision regulating minimum wages
5 or hours and days of work in any order of the Industrial Welfare
6 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
7 1193.6, 1194, or 2802, may be held liable as the employer for such
8 violation.

9 84. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an
10 “employer or other person acting on behalf of an employer” for purposes of Labor Code § 558.1, and
11 therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid
12 wages, and/or penalties sought by this cause of action.

13 **SEVENTH CAUSE OF ACTION**

14 **(For Failure to Pay All Wages Due on Designated Paydays in Violation of Labor Code §§ 204
15 and 210 by Plaintiff Individually Against All Defendants Except Drs. Carry and Weitzman)**

16 85. Labor Code § 204(a) provides in pertinent part that “(a) All wages, other than those
17 mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due
18 and payable twice during each calendar month, on days designated in advance by the employer as the
19 regular paydays.”

20 86. The written employee handbook prepared by Goodlife and issued to Plaintiff states that at
21 “Paydays are the 1st and 16th of every month.” (Exhibit 1, p. 4., “**COMPENSATION**,” ¶1)

22 87. Goodlife does not issue paychecks on the 1st and 16th of every month, but instead issues
23 paychecks every other Friday, in violation of its own written policy and Labor Code § 204(a).

24 88. Goodlife failed and refused to pay all minimum wages earned by Plaintiff each payday, in
25 violation of Labor Code § 204(a).

26 89. Goodlife failed and refused to pay all overtime wages earned by Plaintiff each payday, in
27 violation of Labor Code § 204(a).

28 90. Goodlife failed and refused to pay all premium wages to Plaintiff for all missed rest
breaks each payday, in violation of Labor Code § 204(a).

91. Goodlife failed and refused to pay all premium wages to Plaintiff for all missed meal each

1 payday, in violation of Labor Code § 204(a).

2 92. As a result of these violations of Labor Code § 204, Goodlife is liable to Plaintiff for civil
3 penalties in the amount of one hundred dollars (\$100) for each initial violation, and two hundred dollars
4 (\$200) for each subsequent violation, plus 25 percent (25%) of the amount unlawfully withheld, pursuant
5 to Labor Code § 210.

6 **EIGHTH CAUSE OF ACTION**

7 **(Failure to Furnish Accurate Itemized Wage Statements in Violation of Labor Code § 226 and**
8 **the Wage Order by Plaintiff Individually Against All Defendants)**

9 93. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

10 94. On each of the pay periods throughout her employment, Goodlife provided Plaintiff with
11 hand-scrawled “wage statement,” each of which was substantially similar to the others, true and correct
12 copies of two examples of which are attached together hereto as Exhibit 2. None of the wage statements
13 Goodlife provided to Plaintiff complied with the requirements set forth in Labor Code § 226(a) or the
14 Wage order because none included the following required information:

- 15 • gross wages, in violation of § 226(a)(1);
- 16 • total hours, in violation of § 226(a)(2);
- 17 • all deductions, in violation of § 226(a)(4);
- 18 • the name of the employee and only the last four digits of his or her social security number
19 or an employee identification number other than a social security number, in violation of
20 § 226(a)(7);
- 21 • the name and address of the legal entity that is the employer, in violation of Labor Code §
22 226(a)(8); and
- 23 • all applicable hourly rates in effect during the pay period and the corresponding number
24 of hours worked at each hourly rate by the employee, in violation of § 226(a)(9)

25 95. Labor Code § 226(e)(2)(B) provides in pertinent part that:

26 (B) An employee is deemed to suffer injury for purposes of this subdivision if the
27 employer fails to provide accurate and complete information as required by any one or
28 more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly
and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a)....

96. None of the wage statements Goodlife provided to Plaintiff allowed her to promptly and easily determine the gross amount of wages Goodlife purportedly paid her, and she has therefore suffered injury for purposes of Labor Code § 226(e)(2)(B)(i).

97. None of the wage statements Goodlife provided to Plaintiff allowed her to promptly and easily determine the total number of hours she worked for which Goodlife was purportedly paying her, in violation of Labor Code § 226(a)(2), and she has therefore suffered injury for purposes of Labor Code § 226(e)(2)(B)(i).

98. None of the wage statements Goodlife provided to Plaintiff allowed her to promptly and easily determine all deductions Goodlife took from each paycheck, in violation of Labor Code § 226(a)(4), and she has therefore suffered injury for purposes of Labor Code § 226(e)(2)(B)(i).

99. None of the wage statements Goodlife provided to Plaintiff allowed her to promptly and easily determine all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of § 226(a)(9), and she has therefore suffered injury for purposes of Labor Code § 226(e)(2)(B)(i).

100. None of the wage statements Goodlife provided to Plaintiff allowed her to promptly and easily determine which deductions Goodlife made from her gross wages to determine the net wages paid to her during any pay period, and she has therefore suffered injury for purposes of Labor Code § 226(e)(2)(B)(ii).

101. Goodlife knowingly and intentionally failed to comply with Labor Code § 226 on each and every wage statement provided to Plaintiff.

102. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) for each violation in any subsequent pay period, not to exceed an aggregate penalty of

four thousand dollars (\$4,000.00), as well as an award of reasonable attorneys' fees and costs under Labor Code § 226(h).

103. Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

104. Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an "employer or other person acting on behalf of an employer" for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

NINTH CAUSE OF ACTION

(Failure to Timely Provide Payroll Records Upon Request in Violation of Labor Code § 226 and the Wage Order by Plaintiff Individually Against All Defendants Except Drs. Carry and Weitzman)

105. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

106. Labor Code § 226(a) requires that "deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California."

107. Labor Code § 226(b) requires employers to provide current and former employees with copies of the records specified in Labor § 226(a) "upon reasonable request."

108. Labor Code § 226(c) mandates employers receiving a request for records pursuant to § 226(b) to "comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

109. On April 22, 2020, Plaintiff made a written request to Goodlife for her payroll records, but to date, Goodlife has failed and refused to provide any such records whatsoever, in violation of Labor Code § 226(c), and Plaintiff is therefore entitled to recover from Goodlife a civil penalty in the amount of

\$750.00 for its violation of Labor Code § 226(c).

TENTH CAUSE OF ACTION

(Conversion of Gratuities Paid by Customers to Employees in Violation of California Labor Code

§ 351 by Plaintiff Individually Against All Defendants Except Drs. Carry and Weitzman)

110. California Labor Code § 351 provides that:

No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.

111. In violation of California Labor Code § 351, Goodlife consistently and unlawfully collected, took, received and/or retained the credit card gratuities or a portion thereof paid by customers to Plaintiff and are liable to Plaintiff for the full amount of converted gratuities, damages, and interest.

112. The conversion of the credit card gratuities belonging to Plaintiff was carried out by Defendants with complete and utter disregard of the law and the rights of Plaintiff, who is legally blind and often must rely on the honesty of others when completing financial transactions.

113. Goodlife is liable to Plaintiff for the full amount of all converted gratuities, including interest thereon, pursuant to California Civil Code (“Civil Code”) § 3336.

114. In converting the credit card gratuities paid by customers to Plaintiff, Defendants are guilty of “oppression, fraud or malice” within the meaning of Civil Code § 3294, and should be liable for punitive damages in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION

Failure to Timely Provide Personnel Records Upon Request in Violation of Labor Code § 1198.5

and the Wage Order by Plaintiff Individually Against All Defendants Except Drs. Carry and Weitzman)

115. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

1 116. Labor Code §1198.5(a) states that “Every current and former employee, or his or her
2 representative, has the right to inspect and receive a copy of the personnel records that the employer
3 maintains relating to the employee’s performance or to any grievance concerning the employee.”

4 117. Labor Code §1198.5(b)(1) requires employers to provide the records to the requesting
5 “employee or his or her representative, at reasonable intervals and at reasonable times, but not later than
6 30 calendar days from the date the employer receives a written request, unless the current or former
7 employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar
8 days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
9 employer’s receipt of the written request.

10 118. On April 22, 2020, Plaintiff made a written request to Goodlife for her personnel records,
11 pursuant to Labor Code § 1198.5. At no time DID Plaintiff agree to an extension of time for production
12 of the records.

13 119. Goodlife was required to produce the records by no later than May 22, 2020, yet Goodlife
14 failed and refused to produce the records until June 3, 2020 in violation of Labor Code §1198.5(b)(1).

15 120. Plaintiff is therefore entitled to recover a civil penalty from Goodlife in the amount of
16 \$750.00, pursuant to Labor Code § 1198.5(k).

17 **TWELFTH CAUSE OF ACTION**

18 **(Unfair Business Practices in Violation of Cal. Bus. And Prof. Code §§ 17200, *et seq.* (“UCL”) by**
19 **Plaintiff Individually Against All Defendants)**

20 121. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

21 122. Plaintiff brings this UCL cause of action individually for redress of Goodlife’s unlawful
22 acts and practices.

23 123. The UCL prohibits unfair competition in the form of any unlawful, unfair, or fraudulent
24 business act or practice.

25 124. The UCL allows “any person who has suffered injury in fact and has lost money or
26 property” to prosecute a civil action for violation of the UCL.

27 125. Plaintiff has lost money or property and has suffered injury in fact due to Goodlife’s
28 unfair business practices, and she is therefore entitled to pursue this UCL cause of action individually

1 against Goodlife.

2 126. The business practices alleged herein constitute unfair business practices within the
3 meaning of the UCL.

4 127. Goodlife has been unjustly enriched as a result of the unlawful business practices alleged
5 herein.

6 128. Goodlife committed unlawful, unfair, and/or fraudulent business acts and practices as
7 defined by the UCL, including, but not necessarily limited to, violations of the Labor Code, the Wage
8 Order, and/or the common law, and as such, each such violation establishes a *per se* violation of the
9 UCL, as follows:

- 10 i. Goodlife's unlawful pattern and practice to misclassify Plaintiff as an independent
11 contractor;
- 12 ii. Goodlife's unlawful failure to pay Plaintiff minimum wages;
- 13 iii. Goodlife's unlawful failure to pay Plaintiff overtime wages;
- 14 iv. Goodlife's unlawful failure provide Plaintiff with off-duty meal periods;
- 15 v. Goodlife's unlawful failure to pay Plaintiff premium wages for each unprovided off-
16 duty meal period;
- 17 vi. Goodlife's unlawful failure to provide Plaintiff with off-duty rest breaks and unlawful
18 failure pay Plaintiff premium wages for each unprovided off-duty rest break;
- 19 vii. Goodlife's unlawful deductions from Plaintiff's wages;
- 20 viii. Goodlife's unlawful failure reimburse Plaintiff for the business expenses she
21 incurred as a consequence of performing her job duties for Goodlife and/or for
22 business expenses she incurred for Goodlife's sole benefit, at Goodlife's specific
23 direction;
- 24 ix. Goodlife's unlawful failure to pay all wages due on the designated payday;
- 25 x. Goodlife's unlawful failure to furnish accurate itemized wage statements;
- 26 xi. Goodlife's unlawful and false denial of the wages owed to Plaintiff;
- 27 xii. Goodlife's unlawful failure to remit all gratuities belonging to Plaintiff;
- 28 xiii. Goodlife's unlawful failure to provide Plaintiff with paid sick leave; and

xiv. Goodlife's breach of its obligation to pay Plaintiff all contractually agreed upon wages.

129. The foregoing list identifies the unfair business practices of which Plaintiff is currently aware and for which she seeks redress under the UCL. However, discovery and/or further investigation may reveal additional unlawful predicate violations, and Plaintiff specifically reserves the right to amend her complaint to allege any such later discovered additional predicate acts and/or violations.

130. Plaintiff seeks relief as set forth herein.

THIRTEENTH CAUSE OF ACTION

(Representative Claims for Civil Penalties for Violation of Labor Code §§ 2698, *et seq.* ("PAGA") by Plaintiff Individually Against All Defendants)

131. Plaintiff re-alleges the preceding paragraphs as if fully set forth.

132. Pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA"), Plaintiff is entitled to recover civil penalties on behalf of herself and other persons who are or were employed by Goodlife and against whom one or more of the alleged violations was committed, and Plaintiff hereby seeks the recovery of civil penalties as set forth herein.

133. Labor Code § 2699(c), which provides in relevant part, "For purposes of this part, "aggrieved employee" means "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

134. One or more of the Labor Code and/or Wage Order violations alleged herein was committed against Plaintiff, and Plaintiff is therefore an "aggrieved employee" ("Aggrieved Employee") for purposes of Labor Code § 2699(c).

135. For purposes of this PAGA cause of action, the Aggrieved Employees are all current and former Goodlife employees against whom Goodlife committed one or more of the following violations within the PAGA Claim Period, and on whose behalf, Plaintiff seeks the following civil penalties and otherwise set forth herein:

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1 i. **Labor Code § 225.5 Penalties for Violation of Labor Code § 216 – False Denial of**
2 **Wages Due**

3 Labor Code § 216 provides in pertinent part:

4 In addition to any other penalty imposed by this article, any person, or an
5 agent, manager, superintendent, or officer thereof is guilty of a misdemeanor,
6 who:

7 ...

8 (b) Falsely denies the amount or validity thereof, or that the same is due, with
9 intent to secure for himself, his employer or other person, any discount upon
10 such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or
11 defraud, the person to whom such indebtedness is due.

12 Labor Code § 225.5 provides in pertinent part:

13 In addition to, and entirely independent and apart from, any other penalty
14 provided in this article, every person who unlawfully withholds wages due
15 any employee in violation of Section 212, 216, 221, 222, or 223 shall be
16 subject to a civil penalty as follows:

17 (a) For any initial violation, one hundred dollars (\$100) for each
18 failure to pay each employee.

19 (b) For each subsequent violation, or any willful or intentional
20 violation, two hundred dollars (\$200) for each failure to pay each
21 employee, plus 25
22 percent of the amount unlawfully withheld.

23 As alleged herein, Goodlife made unlawful deductions from the wages of Plaintiff and the
24 Aggrieved Employees for marketing costs in an effort to secure for itself a discount on the indebtedness
25 due to the Plaintiff and the Aggrieved Employees, in violation of Labor Code § 216, and accordingly,
26 Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code
27 § 225.5.

28 ii. **Labor Code § 225.5 Penalties for Violation of Labor Code § 221 - Unlawful Wage**
 Deductions

 Labor Code § 221 provides that it “shall be unlawful for any employer to collect or receive from
an employee any part of wages theretofore paid by said employer to said employee.”

 Labor Code § 225.5 provides in pertinent part:

 In addition to, and entirely independent and apart from, any other penalty
provided in this article, every person who unlawfully withholds wages due
any employee in violation of Section 212, 216, 221, 222, or 223 shall be

subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As alleged herein, Goodlife unlawfully charged Plaintiff and the Aggrieved Employees a fee in order to off-set its own marketing costs, in violation of Labor Code § 221, and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 225.5.

iii. Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(1) – Wage Statement Violations

Labor Code § 226(a)(1) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (4) all deductions. . . (1) gross wages earned.

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, none of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees accurately reported the gross wages earned by Plaintiff and the Aggrieved Employees as required by Labor Code § 226(a)(1), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

Labor Code § 558.1(a) provides:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an

“employer or other person acting on behalf of an employer” for purposes of Labor Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages, and/or penalties sought by this cause of action.

iv. **Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(2) – Wage Statement Violations**

Labor Code § 226(a)(2) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (2) total hours worked by the employee...

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees accurately reported the hours worked by Plaintiff and the Aggrieved Employees as required by Labor Code § 226(a)(2), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

v. **Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(4) – Wage Statement Violations**

Labor Code § 226(a)(4) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (4) all deductions.

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the

records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees accurately reported the deductions Goodlife made to the wages earned by Plaintiff and the Aggrieved Employees as required by Labor Code § 226(a)(4), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

vi. **Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(7) – Wage Statement Violations**

Labor Code § 226(a)(7) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, none of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees displayed the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, as required by Labor Code § 226(a)(7), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

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vii. **Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(8) – Wage Statement Violations**

Labor Code § 226(a)(8) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (8) the name and address of the legal entity that is the employer...

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, none of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees showed the name and address of the legal entity that is the employer, as required by Labor Code § 226(a)(8), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

viii. **Labor Code § 226.3 Penalties for Violation of Labor Code § 226(a)(9) – Wage Statement Violations**

Labor Code § 226(a)(9) requires that:

[E]mployers, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing. . . (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...

Labor Code § 226.3 provides in pertinent part that:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

As alleged herein, none of the wage statements that Goodlife provided to Plaintiff or the Aggrieved Employees showed all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, as required by Labor Code § 226(a)(9), and accordingly, Goodlife is liable to Plaintiff and the Aggrieved Employees for the civil penalties set forth in Labor Code § 226.3.

ix. **Labor Code § 226.8(b) Penalties Violation of California Labor Code § 226.8(a)(1) – Willful Misclassification**

Labor Code § 226.8(a)(1) prohibits the willful misclassification of any employee as an independent contractor. Labor Code § 226.8(b) provides for civil penalties in the amount of “not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

As alleged herein, Goodlife willfully misclassified Plaintiff and the Aggrieved Employees as independent contractors throughout their employment in violation of Labor Code § 226.8(a)(1), and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 226.8(b).

x. **Labor Code § 226.8(b) Penalties for Charging Willfully Misclassified Employees a Fee in Violation of California Labor Code § 226.8(a)(2)**

Labor Code § 226.8(a)(2) prohibits “Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual’s employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified charging a fee to the willful misclassification of any employee as an independent contractor.

Labor Code § 226.8(b) provides for civil penalties in the amount of “not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

As alleged herein, Goodlife willfully misclassified Plaintiff and the Aggrieved Employees as independent contractors throughout their employment, and unlawfully charged them fees and/or made unlawful deductions from their wages to recoup Goodlife’s marketing expenses, in violation of Labor

Code § 226.8(a)(2), and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 226.8(b).

xi. Labor Code § 226.8(c) Penalties for Engaging in a Pattern or Practice of Willful Misclassification

Labor Code § 226.8(c) provides that “If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

As alleged herein, Goodlife engaged in a pattern or practice of willfully misclassifying Plaintiff and the Aggrieved Employees in violation of Labor Code § 226.8(a)(1), and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 226.8(c).

xii. Labor Code § 226.8(c) Penalties for Engaging in a Pattern or Practice of Charging Willfully Misclassified Employees a Fee

Labor Code § 226.8(c) provides that “If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

As alleged herein, Goodlife engaged in a pattern or practice of unlawfully charging Plaintiff and the Aggrieved Employees fees and/or making unlawful deductions from their wages to recoup Goodlife’s own ordinary marketing expenses in violation of Labor Code § 226.8(a)(2), and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 226.8(c).

xiii. Labor Code § 558 Penalties for Violation of California Labor Code § 226.7(c) – Failure to Pay All Premium Wages for Unprovided Rest Breaks

Labor Code § 226.7(c) requires:

1 If an employer fails to provide an employee a meal or rest or recovery period
2 in accordance with a state law, including, but not limited to, an applicable
3 statute or applicable regulation, standard, or order of the Industrial Welfare
4 Commission, the Occupational Safety and Health Standards Board, or the
5 Division of Occupational Safety and Health, the employer shall pay the
6 employee one additional hour of pay at the employee's regular rate of
7 compensation for each workday that the meal or rest or recovery period is not
8 provided.

9 Goodlife failed and refused to pay all premium wages owed to Plaintiff and the Aggrieved
10 Employees for all unprovided rest breaks in violation of Labor Code § 226.7(c), resulting in underpaid
11 wages each pay period, and Goodlife is therefore liable for the civil penalties set forth in Labor Code §
12 558(a)(1)-(2).

13 Labor Code § 558 states:

14 (a) Any employer or other person acting on behalf of an employer who violates, or causes
15 to be violated, a section of this chapter or any provision regulating hours and days of
16 work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
17 as follows:

- 18 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
19 pay period for which the employee was underpaid in addition to an amount
20 sufficient to recover underpaid wages.
- 21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition
23 to an amount sufficient to recover underpaid wages. . . The civil penalties
24 provided for in this section are in addition to any other civil or criminal penalty
25 provided by Law.

26 Labor Code § 558.1(a) provides:

27 Any employer or other person acting on behalf of an employer, who
28 violates, or causes to be violated, any provision regulating minimum wages
or hours and days of work in any order of the Industrial Welfare
Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
1193.6, 1194, or 2802, may be held liable as the employer for such
violation.

Accordingly, Goodlife, including, but not limited to, Drs. Carry and Weitzman individually, was
at all times an "employer or other person acting on behalf of an employer" for purposes of Labor Code
§ 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the damages,
interest, unpaid wages, and/or penalties sought by this cause of action.

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1 **xiv. Labor Code § 558 Penalties for Violation of California Labor Code § 226.7(c) –**
2 **Failure to Pay All Premium Wages for Unprovided Meal Periods**

3 Labor Code § 226.7(c) requires:

4 If an employer fails to provide an employee a meal or rest or recovery period
5 in accordance with a state law, including, but not limited to, an applicable
6 statute or applicable regulation, standard, or order of the Industrial Welfare
7 Commission, the Occupational Safety and Health Standards Board, or the
8 Division of Occupational Safety and Health, the employer shall pay the
9 employee one additional hour of pay at the employee's regular rate of
10 compensation for each workday that the meal or rest or recovery period is
11 not provided.

12 Goodlife failed and refused to pay all premium wages to Plaintiff and the Aggrieved Employees
13 for all unprovided meal periods, resulting in underpaid wages each pay period in violation of Labor Code
14 § 226.7(c), and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 558(a)(1)-(2).

15 Labor Code § 558 states:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any provision
18 regulating hours and days of work in any order of the Industrial Welfare
19 Commission shall be subject to a civil penalty as follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was
22 underpaid in addition to an amount sufficient to recover underpaid
23 wages.

24 (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee
26 was underpaid in addition to an amount sufficient to recover
27 underpaid wages. . . The civil penalties provided for in this section
28 are in addition to any other civil or criminal penalty provided by
 Law.

 Labor Code § 558.1(a) provides:

 Any employer or other person acting on behalf of an employer, who
 violates, or causes to be violated, any provision regulating minimum wages
 or hours and days of work in any order of the Industrial Welfare
 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
 1193.6, 1194, or 2802, may be held liable as the employer for such
 violation.

 Accordingly, Goodlife, including, but not limited to, Drs. Carry and Weitzman individually,
 was at all times an “employer or other person acting on behalf of an employer” for purposes of Labor
 Code § 558.1, and therefore Goodlife, and each of them, are jointly and severally liable for the

damages, interest, unpaid wages, and/or penalties sought by this cause of action.

xv. **Labor Code § 558 Penalties for Violation of California Labor Code § 510 – Failure to Pay Overtime**

Labor Code § 510 Provides in pertinent part that:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. . .

Labor Code § 558 states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. . . The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by Law.

Goodlife failed and refused to pay Plaintiff and the Aggrieved Employees all earned overtime in violation of Labor Code § 510, resulting in underpaid wages each pay period, and Goodlife is therefore liable for the civil penalties set forth in Labor Code § 558(a)(1)-(2).

xvi. **Labor Code § 1033 Penalties for Violation of Labor Code § 1031 – Failure to Provide Compliant Lactation Facilities in the Workplace**

Labor Code § 1031 provides in pertinent part that:

(a) An employer shall provide an employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

(b) A lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.

- (c) A lactation room or location shall comply with all of the following requirements:
- (1) Be safe, clean, and free of hazardous materials, as defined in Section 6382.
 - (2) Contain a surface to place a breast pump and personal items.
 - (3) Contain a place to sit.
 - (4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- (d) The employer shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.
- (e) Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Labor Code § 1033 provides in pertinent part that:

(c) An employee may report a violation of this chapter to the Labor Commissioner's field enforcement unit. If, upon inspection or investigation, the Labor Commissioner determines that a violation of this chapter has occurred, the Labor Commissioner may issue a citation and may impose a civil penalty in the amount of one hundred dollars (\$100) for each day that an employee is denied reasonable break time or adequate space to express milk in violation of this chapter. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for violations of this chapter shall be the same as those set forth in Section 1197.1.

Goodlife failed to provide a legally compliant lactation space in violation of Labor Code § 1031, and is therefore liable for the penalties provided for by Labor Code § 1033(c).

xvii. **Labor Code § 1174.5 Penalties for violation of Labor Code § 1174 – Recordkeeping Violation**

Labor Code § 1174(d) requires all California employers to:

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer

shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code § 1174.5 provides:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Goodlife willfully failed and refused to maintain the records required by § 1174(c), and Goodlife is therefore liable for the civil penalty provided for in Labor Code § 1174.5.

xviii. Labor Code §§ 558, 1194.2, 1197.1, Penalties for violation of Labor Code § 1197 and the Los Angeles Minimum Wage Ordinance - Failure to Pay Minimum Wages

Section 1, Article 7, §187.02(B) of the Los Angeles Municipal Code (“L.A. Minimum Wage Ordinance”) requires that employers having more than 26 employees within Los Angeles County pay employees the following minimum wages (“L.A. Minimum Wage”) as of the following dates:

1. On July 1, 2016, the hourly wage shall be \$10.50.
2. On July 1, 2017, the hourly wage shall be \$12.00.
3. On July 1, 2018, the hourly wage shall be \$13.25.
4. On July 1, 2019, the hourly wage shall be \$14.25.
5. On July 1, 2020, the hourly wage shall be \$15.00.

Labor Code § 1194.2(a) provides:

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Labor Code § 1197 provides:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Labor Code § 1197.1 provides, in pertinent part:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Labor Code § 1197.1 provides, in pertinent part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203 recovered pursuant to this section shall be paid to the affected employee. . .

(i) The civil penalties provided for in this section are in addition to any other penalty provided by law.

Labor Code § 558 states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. . . The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by Law.

Goodlife willfully failed and refused to pay Plaintiff and the Aggrieved Employees at least the applicable minimum wage for all hours they worked in violation of Labor Code § 1197, and Goodlife is therefore liable for the penalties provided for by Labor Code §§ 558, 1194.2 and 1197.1.

xix. Labor Code § 2699(f) Penalties for Violation of Labor Code § 246(b)(1) - Failure to Provide Paid Sick Leave

Labor Code § 246(b)(1) provides that:

(b)(1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section. . .

Labor Code § 2699(f) provides in pertinent part that:

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

- (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500).
- (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

Goodlife failed to provide Plaintiff and the Aggrieved Employees with paid sick leave in violation of Labor Code § 246, which does not specify a civil penalty, and accordingly, Goodlife is liable for the default civil penalties provided for by Labor Code § 2699(f).

xx. Labor Code § 2699(f) Penalties for Violation of Labor Code § 246(i) - Failure to Provide Notice of Available Paid Sick Leave

Labor Code § 246(i) provides that:

(i) An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial

Welfare Commission only on and after January 21, 2016.

Labor Code § 2699(f) provides in pertinent part that:

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

(1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

Goodlife failed and refused to provide Plaintiff and the Aggrieved Employees with the notice required by Labor Code § 246(i), which does not specify a civil penalty, and accordingly, Goodlife is liable for the default civil penalties provided for by Labor Code § 2699(f).

xxi. Labor Code § 2699(f) Penalties for Violation of Labor Code § 247.5(a) - Failure to Maintain Records of Hours Worked and Sick Leave Accrued

Labor Code § 247.5(a) provides that:

(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2699(f) provides in pertinent part that:

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

(1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

Goodlife failed and refused to maintain the required by Labor Code § 247.5, which does not specify a civil penalty, and accordingly, Goodlife is liable for the default civil penalties provided for by Labor Code § 2699(f).

xxii. Labor Code § 2699(f) Penalties for Violation of Labor Code § 351 – Failure to Remit Gratuities

Labor Code § 351 provides that:

No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.

Labor Code § 2699(f) provides in pertinent part that:

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

(1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

Goodlife failed to remit all gratuities left for Plaintiff and the Aggrieved Employees in violation of Labor Code § 351, which does not specify a civil penalty, and accordingly, Goodlife is liable for the default civil penalties provided for by Labor Code § 2699(f).

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xxiii. **Labor Code § 2699(f) Penalties for Violation of Labor Code § 353 – Failure to Maintain Records of Gratuities for Three Years**

Labor Code § 353 states that:

Every employer shall keep accurate records of all gratuities received by him, whether received directly from the employee or indirectly by means of deductions from the wages of the employee or otherwise. Such records shall be open to inspection at all reasonable hours by the department.

Labor Code § 2699(f) provides in pertinent part that:

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

- (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500).
- (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

Goodlife failed to maintain for three years the records required by Labor Code § 353, which does not specify a civil penalty, and accordingly, Goodlife is liable for the default civil penalties provided for by Labor Code § 2699(f).

xxiv. **Labor Code § 2699(f) Penalties for Violation of Labor Code § 2802 – Failure to Reimburse Business Expenses**

Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

Plaintiff regularly incurred reasonable and necessary business expenditures in the course of completing her duties and/or at the direction of Goodlife, which included, but were not limited to, the purchase of sheets for her massage table, laundry supplies, and monthly voice/data plan fees for the mobile device she used to communicate with Goodlife.

Goodlife unlawfully failed and refused to reimburse Plaintiff and the Aggrieved Employees for the reasonable and necessary business expenses they incurred as a consequence of performing their job duties, and they are therefore entitled to recover from Goodlife all such unreimbursed expenditures, plus

1 interest, attorneys' fees, and costs pursuant to Labor Code § 2802.

2 Labor Code § 558.1(a) provides:

3 Any employer or other person acting on behalf of an employer, who
4 violates, or causes to be violated, any provision regulating minimum wages
5 or hours and days of work in any order of the Industrial Welfare
6 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
7 1193.6, 1194, or 2802, may be held liable as the employer for such
8 violation.

9 Goodlife, including, but not limited to, Drs. Carry and Weitzman, was at all times an "employer
10 or other person acting on behalf of an employer" for purposes of Labor Code § 558.1, and therefore
11 Goodlife, and each of them, are jointly and severally liable for the damages, interest, unpaid wages,
12 and/or penalties sought by this cause of action.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Goodlife as follows:

15 **Individual Claims:**

- 16 A. An award to Plaintiff, individually, for the full balance of all unpaid minimum wages,
17 attorneys' fees and costs, and prejudgment interest pursuant to Labor Code § 1194(a),
18 and liquidated damages pursuant to Labor Code § 1194.2;
- 19 B. An award to Plaintiff, individually, for the full balance of unpaid overtime wages,
20 attorneys' fees and costs, and prejudgment interest pursuant to Labor Code § 1194(a);
- 21 C. An award to Plaintiff, individually, for one hour of pay at her regular rate of pay for
22 each workday on which Goodlife failed to provide her with a lawful meal period;
- 23 D. An award to Plaintiff, individually, for one hour of pay at her regular rate of pay for
24 each workday on which Goodlife failed to provide Plaintiff with a lawful rest break;
- 25 E. An award to Plaintiff, individually, for the full balance of all minimum wages Goodlife
26 should have paid to Plaintiff but for the taking of unlawful deductions from her wages
27 in violation of Labor Code §§ 221 and 223, and reasonable attorneys' fees, costs of suit,
28 and pre-judgment interest pursuant to Labor Code §§ 218.5 and 218.6;
- F. An award to Plaintiff, individually, for the full balance of all unlawfully unreimbursed
business expenses, reasonable attorneys' fees, costs of suit, and pre-judgment interest

pursuant Labor Code § 2802;

G. An award to Plaintiff, individually, of the civil penalties provided for by Labor Code § 210, based upon Goodlife’s multiple violations of Labor Code § 204;

H. An award to Plaintiff, individually, of the civil penalties, reasonable attorneys’ fees, and costs of suit provided for by Labor Code § 226(d)(1);

I. An award to Plaintiff, individually, of the civil penalty provided for by Labor Code § 226(c);

J. An award to Plaintiff, individually, for the civil penalty provided for by Labor Code § 1198.5(k).

K. An award to Plaintiff, individually, for restitution of all wages that Goodlife unlawfully failed to pay, withheld, deducted, set-off, or otherwise unlawfully took or retained in violation of the UCL;

L. An award to Plaintiff, individually, for restitution of all gratuities that Goodlife unlawfully failed to remit, withheld, deducted, set-off, or otherwise unlawfully took or retained in violation of the UCL;

M. An award of Plaintiff’s attorneys’ fees and costs of suit pursuant to California Code of Civil Procedure (“CCP”) § 1021.5 because the UCL action conferred a significant benefit upon a large class of California workers and the public at large;

N. A judicial declaration that Goodlife’s misclassification of Plaintiff as an independent contractor an unlawful business practice and a violation of the UCL;

O. A judicial declaration that Goodlife’s unlawful failure to pay Plaintiff minimum wages an unlawful business practice and a violation of the UCL;

P. A judicial declaration that Goodlife’s unlawful failure to pay Plaintiff overtime wages an unlawful business practice and a violation of the UCL;

Q. A judicial declaration that Goodlife’s unlawful failure provide Plaintiff with off-duty meal periods an unlawful business practice and a violation of the UCL;

R. A judicial declaration that Goodlife’s unlawful failure to pay Plaintiff premium wages for each unprovided off-duty meal period an unlawful business practice and a violation of the

UCL;

S. A judicial declaration that Goodlife's unlawful failure to provide Plaintiff with off-duty rest breaks and unlawful failure pay Plaintiff premium wages for each unprovided off-duty rest break an unlawful business practice and a violation of the UCL;

T. A judicial declaration that Goodlife's unlawful deductions from Plaintiff's wages an unlawful business practice and a violation of the UCL;

U. A judicial declaration that Goodlife's unlawful failure reimburse Plaintiff for the business expenses she incurred as a consequence of performing her job duties for Goodlife and/or for business expenses she incurred for Goodlife's sole benefit, at Goodlife's specific direction an unlawful business practice and a violation of the UCL;

V. A judicial declaration that Goodlife's unlawful failure to pay all wages due on the designated payday an unlawful business practice and a violation of the UCL;

W. A judicial declaration that Goodlife's unlawful failure to furnish accurate itemized wage statements an unlawful business practice and a violation of the UCL;

X. A judicial declaration that Goodlife's unlawful and false denial of the wages owed to Plaintiff an unlawful business practice and a violation of the UCL;

Y. A judicial declaration that Goodlife's unlawful failure to remit all gratuities belonging to Plaintiff an unlawful business practice and a violation of the UCL;

Z. A judicial declaration that Goodlife's unlawful failure to provide Plaintiff with paid sick leave an unlawful business practice and a violation of the UCL;

AA. A judicial declaration that Goodlife's unlawful breach of its contractual obligation to pay Plaintiff agreed upon contract wages an unlawful business practice and a violation of the UCL;

BB. That the Court declare that Goodlife's unlawful policies and/or practices violated the UCL;

CC. A Court order preliminarily and permanently enjoining Goodlife from engaging in the practices challenged herein;

///

PAGA Claims:

- DD. For civil penalties pursuant to Labor Code § 225.5 for Goodlife's violations of Labor Code § 216;
- EE. For civil penalties pursuant to Labor Code § 225.5 for Goodlife's violations of Labor Code § 221;
- FF. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(1);
- GG. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(2);
- HH. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(4);
- II. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(7);
- JJ. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(8);
- KK. For civil penalties pursuant to Labor Code § 226.3 for Goodlife's violations of Labor Code § 226(a)(9);
- LL. For civil penalties pursuant to Labor Code § 226.8(b) for Goodlife's willful misclassification of Plaintiff and the Aggrieved Employees;
- MM. For a Court Order, pursuant to Labor Code § 226.8(c) declaring that Goodlife has engaged in a pattern or practice of willfully misclassifying the Aggrieved Employees in violation of Labor Code § 226.8(a)(1);
- NN. For civil penalties pursuant to Labor Code § 226.8(b) for Goodlife's policy and practice of charging a fee or making deductions from the wages of Plaintiff and the Aggrieved Employees in violation of Labor Code § 226.8(a)(2);
- OO. For a Court Order, pursuant to Labor Code § 226.8(c) declaring that Goodlife has engaged in a pattern or practice of charging fees or making deductions from the wages of the willfully misclassified Aggrieved Employees, in violation of Labor Code §

226.8(a)(2);

PP. For a Court order requiring Goodlife to display prominently on its Internet Web site the notice required by Labor Code § 226.8(e);

QQ. For civil penalties pursuant to Labor Code §§ 558 and 558.1 for Goodlife's failure to pay premium wages for each unprovided meal period in violations of Labor Code § 226.7(c);

RR. For civil penalties pursuant to Labor Code §§ 558 and 558.1 for Goodlife's failure to pay premium wages for each unprovided rest break in violations of Labor Code § 226.7(c);

SS. For civil penalties pursuant to Labor Code § 558 for Goodlife's failure to pay overtime wages in violations of Labor Code § 510;

TT. For civil penalties pursuant to Labor Code § 1033 for Goodlife's failure to provide legally compliant lactation facilities in violation of Labor Code § 1031;

UU. For civil penalties pursuant to Labor Code § 1174.5 for Goodlife's violation of the recordkeeping requirements set forth in Labor Code § 1174;

VV. For civil penalties pursuant to Labor Code §§ 558.1 and 1197.1 for Goodlife's failure to pay all minimum wages due in violation of Labor Code § 1197;

WW. For civil penalties pursuant to Labor Code § 2699(f) for Goodlife's violation of Labor Code § 246(b)(1);

XX. For civil penalties pursuant to Labor Code § 2699(f) for Goodlife's violation of Labor Code § 246(i);

YY. For civil penalties pursuant to Labor Code § 2699(f) for Goodlife's violation of Labor Code § 247.5(a);

ZZ. For civil penalties pursuant to Labor Code § 2699(f) for Goodlife's violation of Labor Code § 351;

AAA. For civil penalties pursuant to Labor Code § 2699(f) for Goodlife's violation of Labor Code § 353;

BBB. For civil penalties, pursuant to Labor Code §§ 558.1 and 2699(f), together with the full

1 balance of all unlawfully unreimbursed business expenses, reasonable attorneys' fees,
2 costs of suit, and pre-judgment interest pursuant Labor Code § 2802;

3 CCC. An award of reasonable attorneys' fees and costs to Plaintiff and the Aggrieved
4 Employees pursuant to Labor Code §§ 226, 1194, 2698(g), CCP § 1021.5, and/or other
5 applicable law; and

6 DDD. Such other and further relief that the Court may deem just and proper.

7
8 Dated: July 13, 2020

Respectfully submitted,

9 BEDINGERLAW

10
11 

12 Robert D. Bedinger
13 W. Lee Biddle
14 Attorneys for Plaintiff Jaqulyne Roe

EXHIBIT 1

Goodlife Physical Medicine

Welcome to the Goodlife

The attached House Rules have been prepared to assist you in achieving the highest level of success here at Goodlife. Much of this information has been prepared based upon the input of the most successful therapists providing services for our clients and to stay compliant with state and national board regulations

We have gone to great lengths and at a great expense each month to create and maintain a clean, safe, friendly, comfortable and peaceful environment for the benefit of our clients, our patients, our staff, and you.

Goodlife Physical Medicine is an integrated medical clinic utilizing medical services, Chiropractic care, Physical Therapy and Massage therapy to provide out patients with a comprehensive approach to overall well being.

Everyone is expected to abide by the set of rules and guidelines to maintain an outstanding reputation in our community as the go to place for health services. If you have any questions regarding this information, please advise us immediately.

Thank you in advance for your cooperation.

Goodlife Physical Medicine Rules

YOUR SCHEDULE:

1. You are responsible for your schedule and once you have committed to a schedule, we expect you to work it. We will advise you of schedule openings and you will advise us as to the days and shifts you would like to work. Once you have committed to a schedule, we are counting on you to work it, to book it and to keep it booked. You will be provided with and a treatment room will be reserved specifically for you during the days and times you have scheduled. To assist you, the front desk staff and doctors will make every effort to schedule clients and patients with you.

If you need to change your schedule for any reason, please provide the manager of your respected office AND the front desk staff with sufficient notice of such change in writing - **a 2 week minimum notice required to change your schedule.**

Please remember, patients usually like to schedule with the same therapist at the same time each week. If you miss work or if you change your schedule, clients/patients will change therapists or they will fall out of care and then it is difficult to keep you booked.

In the event of illness, you should the office and your office manager AND the front desk staff as soon as you have any symptoms. You may feel like coming to work, however, we may feel that it is in your best interest to stay home.

2. It is your responsibility to call the front desk staff to verify your schedule.

3. Arrive at least 10 minutes prior to you first appointment.

4. Advise the front desk staff of requested breaks.

You know what you are capable of and you know when and if you need to have a break in your schedule. If you want to have a break in your schedule, it is your responsibility to advise the front desk staff accordingly. If you do not request a break, we assume that you don't want one.

5. Massage/Soft Tissue Therapy Appointments begin on the half-hour or on the hour.

a. A ½ hour appointment should provide the client with at least 25 minutes of hands on treatment.

b. A 1-hour appointment should provide the client with at least 50 minutes of hands on treatment.

Be aware of your schedule and double-check your appointment times with the front desk.

If a patient arrives late for his appointment, then he is only to receive treatment for the time remaining in his appointment unless you do not have a patient scheduled after him. In that case, you would provide the patient/client with their full appointment time.

If you get behind, it is not the patient's fault and you must provide each patient with their full appointment time. If you get behind on your schedule, advise the front desk staff and they will try to work it out. Under no circumstances is it o.k. to short change a patient in order for you to catch up.

6. Cancellations and No-Shows.

Please wait 15 minute after your massage has no-showed. Alert the front desk so we can try and contact the patient. Do not leave unless we have talked to the patient or more than 15 minutes has passed.

We are not financially responsible if a patient cancels their appointment. When a patient cancels prior to their appointment, you will be notified and are free to leave or take a break.

PROFESSIONAL APPEARANCE:

1. We do expect the professional courtesy of a professional appearance in accordance with a medical clinic. You and your clothes should be clean and your hair, make-up and attire should be "medically" appropriate.
2. Your hair should be pulled back and secured in a ponytail or clip at all times in the office.
3. Make-up should be minimal and perfume is not advised as patients are sensitive to strong smells
4. If a uniform has been provided to you, you are expected to wear it. Tank tops, cutoff tops, jeans, tights, shorts, skirts, dresses and high-heeled shoes are not acceptable attire.
5. Good examples of medically appropriate attire include Goodlife T-Shirt with black, tan or white pants. Also, scrubs or professional athletic/training clothes.

Initial: _____

CONFIDENTIALITY:

This office is required to be HIPPA compliant. This means that all patient information, treatment, etc. is to remain strictly confidential and may not be discussed outside of this office. In addition, all business that takes place at Goodlife Physical Medicine is to remain completely confidential. You may not, under any circumstances, discuss our clients, patients, policies, procedures, staff, etc. with anyone outside of this office. Socializing with patients outside the office is considered unprofessional. If you choose to socialize outside of the office with any patient or client of Goodlife Physical Medicine, we reserve the right to terminate you. Exchanging phone number or personal information is deemed unacceptable and is also right for immediate termination.

TREATMENT PROTOCOL

1. Documenting via ChiroTouch patients areas of pain and tensions is to be done after each massage.
2. Please be sure to immediately advise the doctor or desk staff if you have any problem or concern with a patient or their condition.
3. Clients and patients come to our office and pay for their services. The time they spend here is about them. While in the office or while providing treatment, please keep your part of any conversation soft and to a minimum. It is not professional to discuss your personal life with a client/patient.
4. Checking in with the patient so assess pressure and areas of concern is advised. Overstretching a patient especially in the shoulder is not permitted.
5. Clean your treatment room and return all supplies to the front desk staff.

GENERAL INFORMATION:

1. **All clients and patients are referred to you by Goodlife Physical Medicine** You may not, under any circumstances, exchange phone numbers with a patient or client of this office. You may not under any circumstances market or in any way solicit any patient or client of this office. If you contact or solicit any patient or client of Goodlife Physical Medicine, we reserve the right to terminate you for cause.
2. No one is to promote, sell, or offer to sell any product or service to any patient or client of this office, other than products and/or services offered through this office.
3. No eating or drinking (except water) is allowed in the treatment rooms and no cooked food is allowed in the office at any time.
4. A parking permit is required and will be provided to you. Please note, the parking permit only allows you to park in the Employee Parking Lot. Please utilize this privilege as it gives patients more available parking outside the office. You may not park in the garage or in the lot that surrounds the building.
5. Making recommendations on a patients length of massage or treatment is not advised for therapists. If patients ask if they should come in more or less please redirect the question to the treating doctor.

Initial: _____

FRONT DESK AND RECEPTION AREA ETIQUETTE:

1. **Only the front desk staff and management may go behind the front desk.** This means that no one else may go behind the front desk at any time for any reason.
2. **Do not congregate at the front desk or in the reception area.** If you need to speak with the front desk staff, please do so at the side reception counter only. Please do not stand in front of the counter because when you lean on it, it gets greasy and it is not professional or courteous to have your back to patients.
3. If your client or patient is checking out or rescheduling at the front desk, please allow them privacy and leave the front desk area until they have finished.

COMPENSATION:

1. **Paydays are the first and sixteenth of every month.** You may pick up your check after 5:00 pm on payday. If you request, we will mail your check to you each payday. Any check not picked up by the end of the week will be mailed.
2. **Credit Card Tips.** You will be provided with a copy of all credit card tips. They will be attached to your Day Sheet/Schedule. Tips that are paid to you by credit card will be included in your paycheck check.

COST OF TREATMENT FOR MASSAGE THERAPISTS PROVIDING SERVICES AT THE BACKCENTER:

There is no charge to you for occasional chiropractic treatment. Since we are often booked for many week, doing trades with other therapist during our office hours or scheduled hours takes away from a paying patient. We prefer you do trades on your own time.

Please carefully read Goodlife House Rules. If you have any questions or concerns, please immediately discuss them with management prior to signing this form.

By my signature below, I hereby acknowledge and conform that I have been provided with a copy of Goodlife House rules, and I agree to comply with them at all times.

Signature of Massage Therapist

Date

Printed Name

EXHIBIT 2

Massage Therapist Jackie Roe

Payroll Dates: 10/07-10/20/19

Check Date: 10/25/19

Monday	10/07	8R-1G		\$276.00
Tuesday	10/08	1R-0G		\$32.00
Wednesday	10/09	7R-1G		\$244.00
Thursday	10/10	7R-0G		\$224.00
Friday	10/11	8R-0G		\$256.00
Saturday	10/12	4 1/2 R-0G		\$144.00
Total				tips \$105

Monday	10/14	8R-0G		\$256.00
Tuesday	10/15	1R-0G		\$32.00
Wednesday	10/16	7R-0G		\$224.00
Thursday	10/17	8 1/2 R-0G		\$272.00
Friday	10/18	9 1/2 R-0G		\$304.00
Saturday	10/19	3R-1G		\$112.00
Total				tips \$85

Check Total : \$ \$2,566.00

Massage Therapist Jackie Roe

Pay dates: 11/18 - 12/01/19 Check Date 12/06/19

Working day	Hours Worked	Amount Earned
11.18.19	9R/0G	\$288
11.20.19	7R/1G	\$244
11.21.19	8R/0G	\$256
11.22.19	9R/0G	\$288.
11.23.19	5R/0G	\$160

Credit Card Tips: \$ 75.00

Working day	Hours Worked	Amount Earned
11.25.19	8R/0G	\$256
11.26.19	1R/0G	\$32
11.27.19	8R/0G	\$256
11.30.19	3R/0G	\$96

Credit Card Tips : \$ 15.00

Check Total: \$1,966.00