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8 on behalf of all other aggrieved employees

FILED
Superior Court of California
County of Los Angeles
11/24/2020

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Arceo Deputy

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 SONIA FRANCO, on behalf of all other aggrieved
12 employees,

13 Plaintiffs,

14 vs.

15 CAREMORE HEALTH PLAN, INC., ANTHEM
16 INC., THE ANTHEM COMPANIES, INC.,
17 ANTHEM COMPANIES OF CALIFORNIA,
18 CAREMORE HEALTH SYSTEMS, INC.,
19 CAREMORE HEALTH PLAN, and DOES 1
20 through 20, inclusive.

21 Defendants.

CASE NO. 20STCV30072

**FIRST-AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§2698 *et seq*)**

[DEMAND FOR JURY TRIAL]

22 COMES NOW Plaintiff SONIA FRANCO ("Plaintiff"), on behalf of the general public and
23 all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private
24 attorney general, and asserts claims against Defendants CAREMORE HEALTH PLAN, INC.,
25 ANTHEM INC., THE ANTHEM COMPANIES, INC., ANTHEM COMPANIES OF
26 CALIFORNIA, CAREMORE HEALTH SYSTEMS, INC., and CAREMORE HEALTH PLAN, and
27 Does 1-20, inclusive (collectively "Defendants") as follows:
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I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to accurately pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide meal periods and failure to pay an additional hour’s of pay in lieu of providing a meal period; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a rest period; (e) failure to pay all wages earned for the pay period corresponding to the payday; (f) failing to pay all wages earned and owed upon separation from Defendant’s employ; (f) failing to provide accurate itemized wage statements; (h) knowingly and intentionally failing to maintain accurate and complete records; and (i) failure to reimburse for business related expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in Los County California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil
2 Procedure section 395. Defendants, and each of them, including Does 1 through 20, are operating
3 and doing business in, California – Los Angeles County, and each Defendant is within the
4 jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a
5 direct effect on Plaintiff and all other aggrieved employees within the State of California and within
6 Los Angeles County and elsewhere in California.

7 6. On information and belief, Defendants have conducted business within the State of
8 California during the purported liability period and continue to conduct business in the State of
9 California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly
10 situated non-exempt aggrieved employees within Los Angeles County and the State of California.

11 7. The California Superior Court also has jurisdiction in this matter because on
12 information and belief there are no federal questions at issue, as the issues herein are based solely on
13 California statutes and law, including the California Labor Code, the IWC Wage Orders, the
14 California Code of Civil Procedure, the California Civil Code, and the California Business and
15 Professions Code.

16 8. On information and belief, during the statutory liability period and continuing to the
17 present ("liability period"), Defendants consistently maintained and enforced against Defendants'
18 Non-Exempt Employees ("Aggrieved Employees"), among others, the following unlawful practices
19 and policies, in violation of California state wage and hour laws (a) failure to accurately pay overtime
20 wages; (b) failure to pay minimum wages; (c) failure to provide meal periods and failure to pay an
21 additional hour's of pay in lieu of providing a meal period; (d) failure to authorize and permit rest
22 breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's
23 of pay in lieu of providing a rest period; (e) failure to pay all wages earned for the pay period
24 corresponding to the payday; (f) failing to pay all wages earned, and per pay period; (g) failure to
25 pay all wages owed upon separation from Defendants' employ; (h) failing to provide accurate
26 itemized wage statements; (i) knowingly or intentionally failing to maintain accurate and complete
27 records; and (j) failure to reimburse for business related expenses.

1 9. On information and belief, during the statutory liability period and continuing to the
2 present, Defendants have had a consistent policy of failing to provide its Non-Exempt Employees
3 within the State of California, including Plaintiff unfettered, uninterrupted, duty free rest breaks of
4 at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
5 employees one (1) hour of pay at the employees regular rate of compensation for each workday that
6 the rest was untimely, interrupted and/or not provided, as required by California state wage and hour
7 laws.

8 10. On information and belief, during the statutory liability period and continuing to the
9 present, Defendants have had a consistent policy of failing to pay overtime for hours worked in
10 excess of forty hours in a workweek or more than 8 hours in a workday.

11 11. On information and belief, during the statutory liability period and continuing to the
12 present, Defendants have had a consistent policy of failing to pay minimum wages and overtime
13 wages for hours worked while subject to the control of Defendants and per pay period.

14 12. On information and belief, during the statutory liability period and continuing to the
15 present, Defendants have had a consistent policy of requiring its Non-Exempt Employees within the
16 State of California, including Plaintiff, to work at least five (5) and or ten (10) hours without a meal
17 period and failing to pay such employees one (1) hour of pay at the employees regular rate of
18 compensation for each workday that the meal period was untimely, interrupted and/or not provided,
19 as required by California state wage and hour laws.

20 13. On information and belief, as a result of these unlawful acts, Defendants failed to pay
21 the required meal and rest period premiums on days such Non-Exempt Employees worked 3.5 hours,
22 six hours, or more than ten hours in a work shift.

23 14. On information and belief, during the statutory liability period and continuing to the
24 present, Defendants have had a consistent policy of failing to timely pay wages upon separation, and
25 paying all wages earned for the pay period corresponding to the payday.

26 15. On information and belief, during the statutory liability period and continuing to the
27 present, Defendants have had a consistent policy of failing to provide accurate itemized wage
28 statements.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to indemnify work related expenses incurred.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees brings this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802 seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, SONIA FRANCO, was at all times relevant to this action, a resident of Los Angeles County, California. Plaintiff was employed by Defendants for approximately five (5) years as a Non-Exempt Employee working as a medical assistant until her separation from Defendants' employ in approximately January 2020.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (b) perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- (c) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of compensation for

1 each workday that a rest period was not provided, all in violation of
2 California labor laws, regulations, and the Industrial Welfare Commission
3 Wage Orders (“IWC”);

4 (d) work in excess of five hours per day without being provided meal periods
5 and not compensated one (1) hour of pay at the regular rate of compensation
6 for each workday that a meal period was not provided, all in violation of
7 California labor laws, regulations, and the Industrial Welfare Commission
8 Wage Orders (“IWC”);

9 (e) not paid all wages upon separation from Defendant’s employment (“IWC”);

10 (f) not reimbursed for business expenses; and

11 (g) not provided accurate itemized wage statements.

12 21. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general
13 public as private attorney general and all other aggrieved employees.

14 **B. Defendants**

15 22. Defendant CareMore Health Plan Inc. is a healthcare provider in Los Angeles County,
16 California with multiple locations including 3513 E. First Street, Los Angeles, California 90063
17 where Plaintiff was assigned. Plaintiff estimates there are in excess of 200 aggrieved employees
18 who work or have worked for Defendant over the last year.

19 23. On information and belief, Defendant Anthem Inc., is a California corporation and/or
20 authorized to conduct business in California. At all relevant times alleged herein, Defendant Anthem
21 Inc. was doing business in California including Los Angeles County. Based on information and
22 belief, Anthem Inc., is a health benefits company and through its numerous affiliated health plans,
23 provides health care and other related services.

24 24. On information and belief, Defendant The Anthem Companies, Inc., is a California
25 corporation and/or authorized to conduct business in California. At all relevant times alleged herein,
26 Defendant The Anthem Companies, Inc., was doing business in California including Los Angeles
27 County. Based on information and belief, The Anthem Companies, Inc., delivers products and
28 health care services to its members through individual and/or group plans.

1 25. On information and belief, Defendant the Anthem Companies of California, is a
2 California corporation and/or authorized to conduct business in California. At all relevant times
3 alleged herein, Defendant the Anthem Companies of California, was doing business in California
4 including Los Angeles County. Based on information and belief, the Anthem Companies of
5 California provides benefits and health care services to its members through individual and/or group
6 plans.

7 26. On information and belief, Defendant CareMore Health Systems, Inc., is a subsidiary
8 of Anthem Inc., and a California corporation doing business in California. CareMore Health
9 Systems, Inc. is an integrated health plan and care delivery provider which provides health plan
10 solutions to people over the age 65. Plaintiff is informed and believes that Defendant CareMore
11 Health Systems, Inc. operates various locations throughout California and employs numerous non-
12 exempt employees at each of these locations.

13 27. On information and belief, Defendant CareMore Health Plan is a subsidiary of Anthem
14 Inc., and a California corporation doing business in California. CareMore Health Plan is an
15 integrated health plan and care delivery provider which provides health plan solutions to its
16 members. Plaintiff is informed and believes that Defendant, CareMore Health Plan operates various
17 locations throughout California and employs numerous non-exempt employees at each of these
18 locations.

19 28. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
21 DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally
22 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such
23 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
24 ascertained.

25 29. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
26 indirectly, or through agents or other persons, employed Plaintiff and other members of the
27 Representative Group, and exercised control over their wages, hours, and working conditions.
28 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects

1 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan
2 or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
3 other defendants.

4 **IV. GENERAL ALLEGATIONS**

5 30. Plaintiff is informed and believes, and based thereon alleges that Defendants employ
6 or employed Non-Exempt Employees in Los Angeles County, State of California during the liability
7 period. Plaintiff and all other aggrieved employees were compensated based upon an hourly rate and
8 have at all times pertinent hereto been non-exempt within the meaning of the California Labor Code
9 and the implementing rules and regulations of the IWC California Wage Orders.

10 31. On information and belief, and during the relevant time frame, all aggrieved
11 employees are residents of California and citizens of the United States.

12 32. On information and belief, and during the relevant time frame, Defendants
13 implemented a uniform set of policies and practices to all aggrieved employees throughout Los
14 Angeles County, California as all aggrieved employees engaged in the job duties of servicing high-
15 risk Medicare and Medicaid patients.

16 33. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
17 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

18 34. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
19 Employees typically worked three to ten days per week with shifts that were 7.5 to 10 hours per day.

20 35. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
21 compensated for all time worked as Defendants would regularly suffer and permit Plaintiff and
22 Aggrieved Employees to work off the clock including overtime, but Plaintiff and Aggrieved
23 Employees were not compensated for hours worked off the clock. For example, Defendants did not
24 compensate Plaintiff and Aggrieved Employees for time spent working before or after their shift(s)
25 began and/or ended. This policy resulted in Plaintiff and Aggrieved Employees being subjected to
26 Defendants' unlawful policy of not compensating Plaintiff and Aggrieved Employees for all hours
27 worked including overtime while under the control of Defendants. Defendants' unlawful off the
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1 clock policy over time resulted in a large and disproportionate underpayment of wages including
2 overtime wages to Plaintiff and Aggrieved Employees.

3 36. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
4 caused to endure unprovided, untimely, or interrupted meal periods of less than at least thirty (30)
5 minutes for many of the work days such employees worked more than six hours (6) hours, were not
6 provided uninterrupted second meal periods of at least thirty (30) minutes for any work days such
7 employees worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants
8 in lieu thereof, all in violation of the California Labor Code.

9 37. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
10 regularly required to work in excess of six (6) hours per day without Defendants providing them a
11 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and the
12 implementing rules and regulations of the IWC California Wage Orders as Plaintiffs and Aggrieved
13 Employees were required to take shortened meal periods or not at all because Lakeview Center was
14 too busy and/or no one was scheduled to cover for them to take a timely, uninterrupted (30) minute
15 meal period. Accordingly, Plaintiff and Aggrieved Employees were not provided lawful meal
16 periods and were not provided with one hour of wages in lieu thereof under Defendants' policies and
17 practices, which included work schedules placed upon the Aggrieved Employees from Defendants'
18 management and supervisors to perform work at the expense of their meal periods and Defendants'
19 implementation of a shift schedule and workload requirements that denied Aggrieved Employees all
20 of their authorized meal periods, including second meal periods on shifts when they worked over ten
21 (10) hours in a day. Plaintiff and the Aggrieved Employees did not waive any of their authorized and
22 required meal periods, nor did they receive one hour of regular pay for each day Defendants failed
23 to provide a lawful meal period.

24 38. Plaintiff is informed and believes that during the liability period, Plaintiff and
25 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
26 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief,
27 Defendants' management would push Plaintiffs and Aggrieved Employees to stay at their work
28 stations based on the volume of customers, and as a result would often have to take their breaks late

1 or be forced to skip their breaks. The Aggrieved Employees were also not provided with one hour
2 wages in lieu thereof. Defendants' policies and practices included Defendants' implementation of a
3 work schedule and workload requirements that denied and failed to provide the Aggrieved
4 Employees all of their authorized rest periods, including first rest periods of at least ten (10) minutes
5 for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first and second rest
6 period of at least ten (10) minutes for every shift worked greater than six (6) hours, and a third rest
7 period of at least ten (10) minutes for every shift worked in excess of ten (10) hours.

8 39. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
9 hourly wages during the liability period, including by virtue of the fact that Defendants did not
10 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
11 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
12 during the rest and meal period liability period.

13 40. On information and belief, Defendants also failed to accurately pay overtime wages
14 owed to Plaintiff and Aggrieved Employees by failing to compensate them for off the clock work
15 and hours worked over eight hours in a workday or over 40 hours in the workweek at one and one-
16 half times the Aggrieved Employees regular rate of pay.

17 41. Upon information and belief, Defendants failed to provide accurate itemized wage
18 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed, among
19 other things, to accurately account for all hours worked, and failed to pay all wages earned in the
20 corresponding payday. Further, Defendants failed to provide accurate wage statements as
21 Defendants' wage statements do not identify premium pay as required by Labor Code § 226.

22 42. Upon information and belief, Defendants failed to reimburse and/or indemnify
23 Plaintiff and Aggrieved Employees for all necessary expenditures incurred; and

24 43. Upon information and belief, Defendants failed to keep accurate records pursuant to
25 Labor Code § 1174.5.

26 44. Upon information and belief, Defendants knew and or should have known that it is
27 improper to implement policies and commit unlawful acts such as:
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- 1 (a) requiring employees to work over eight (8) hours in a day and forty (40)
2 hours in a work week without being provided the required overtime pay;
3 (b) requiring employees to perform work subject to the control of the Defendant
4 without being compensated at least minimum wages;
5 (c) requiring employees to work four (4) hours or a major fraction thereof
6 without being provided a minimum ten (10) minute rest period and without
7 compensating the employees with one (1) hour of pay at the employees'
8 regular rate of compensation for each workday that a rest period was not
9 provided;
10 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
11 day without being provided an uninterrupted thirty- minute meal period
12 and/or a second meal period, and without compensating employees with one
13 (1) hour of pay at the regular rate of compensation for each workday that
14 such a meal period was not provided;
15 (e) failing to pay all wages earned upon separation from Defendant's employ;
16 and;
17 (f) failing to provide accurate itemized wage statements.

18 45. In addition to the violations above, and on information and belief, Defendants knew
19 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein,
20 and that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
21 recklessly, and/or intentionally failed to do so.

22 **V. REPRESENTATIVE CLAIMS**

23 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

24 46. Plaintiff incorporates by reference and re-alleges each and every allegation contained
25 above, as though fully set forth herein.

26 47. On or about April 14, 2020 and August 6, 2020, Plaintiff complied with notice
27 requirements pursuant to Labor Code section 2699.3. A copy of Plaintiff's submissions to the Labor
28 Workforce Development Agency ("LWDA") and letter to Defendants indicating that they were put

1 on notice of the claims alleged herein and that the notice requirement has been satisfied. Sixty-five
2 days have passed and the LWDA has not indicated intent to investigate the claims. Therefore,
3 Plaintiff may proceed with this action in a representative capacity. The substance and violations set
4 forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a
5 copy of this PAGA Representative Action Complaint to the LWDA.

6 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff
7 brings this cause of action on behalf the general public and all non-exempt aggrieved employees,
8 acting on behalf of the California Attorney General as private attorney general.

9 49. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due
10 and owing for which Defendants are liable due to numerous Labor Code violations as set forth in
11 this Complaint, including without limitation Labor Code section 201-203, 204, 226, 266.3, 226.7,
12 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, applicable IWC
13 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

14 50. At all times relevant, Plaintiff and all other aggrieved employees regularly
15 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
16 rest break requirements of the applicable IWC wage order and the Labor Code.

17 51. Defendants violated Labor Code section 510, 558, and 1194 by failing to accurately
18 pay overtime wages as discussed above due to Defendants' unlawful off the clock policy and failure
19 to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek. Therefore,
20 Defendants violated section 510, 558 and 1194 by not compensating its Non- Exempt Employees for
21 work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510
22 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times
23 the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours
24 in a work week and to overtime compensation twice the regular rate of pay for hours worked in
25 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
26 work in a particular work week.

27 52. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to pay
28 minimum wages as described above. Labor Code §1197 provides that employees are to be paid

1 minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a
2 lesser wage than the established is unlawful.

3 53. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely,
4 uninterrupted meal periods and requiring unlawful on duty meal periods, or compensation in lieu
5 thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a work
6 period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes
7 in which the employee is relieved of all of his or her duties. An employer may not employ an
8 employee for a work period of more than ten (10) hours per day without providing the employee
9 with a second meal period of not less than thirty (30) minutes, except that if the total hours worked
10 is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
11 employer and the employee only if the first meal period was not waived.

12 54. Defendants failed to provide Plaintiff and all other aggrieved employees
13 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendants
14 implemented and enforced policies of on duty meal period practices which required employees to
15 work during their meal periods, to forego their meal periods, and/or to return to work from meal
16 periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned
17 violations, Plaintiff and all other Aggrieved Employees have been damaged in an amount according
18 to proof at time of trial.

19 55. Plaintiff, and on information and belief, all aggrieved employees, were systematically
20 not permitted or authorized to take one ten-minute rest period for every four hours worked or major
21 fraction thereof, which is a violation of the Labor Code and IWC wage order 4-2001, section 12. On
22 shifts where Plaintiff worked in excess of three and half hours they were routinely not permitted and
23 authorized to take lawful rest periods. Plaintiff and on information and belief, aggrieved employees,
24 were not compensated with one hour of wages for every day in which a rest period was missed,
25 untimely or cut short as a result of Defendants' policies, practices, or work demands. By failing to
26 authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked
27 per day, and by failing to provide compensation for such unprovided rest periods as alleged above,
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1 Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable
2 IWC Wage Order.

3 55. Plaintiff, and on information and belief, all aggrieved employees, were required to
4 purchase certain clothing items consistent with adherence to Defendants' "uniform policy" for which
5 they were not reimbursed. By failure to reimburse and/or indemnify as alleged above, Defendants
6 willfully violated the provisions of Labor Code section 2802.

7 56. On information and belief, Defendants failed to provide accurate itemized wage
8 statements pursuant to Labor Code section 226 which failed to include, all hours worked, including
9 off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums
10 earned, which are due and owing to Plaintiffs and the aggrieved employees. As a result, Plaintiff and
11 Aggrieved Employees were harmed as they are unable to determine if they were appropriately
12 compensated for all hours worked and within the corresponding pay period pursuant to Labor Code
13 section 204.

14 57. On information and belief, Defendants failed to maintain accurate records as required
15 by Labor Code section 1174.5.

16 59. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
17 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

18 60. Plaintiff and the Representative Aggrieved Employees are entitled to recover
19 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 3 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 4 2. For reasonable attorneys' fees and costs; and
- 5 3. For such other and further relief as the Court deems proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff and Aggrieved Employees request a jury trial in this matter.

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9 Dated: November 24, 2020

MAKAREM & ASSOCIATES, APLC

10 By: *Cameron Stewart*

11 Ronald W. Makarem

12 Cameron A. Stewart

13 Attorneys for Plaintiff, individually

14 and on behalf of all other aggrieved

15 employees

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