

EXHIBIT “A”

1 Bevin Allen Pike (SBN 221936)
2 Bevin.Pike@capstonelawyers.com
3 Orlando Villalba (SBN 232165)
4 Orlando.Villalba@capstonelawyers.com
5 Joseph Hakakian (SBN 323011)
6 Joseph.Hakakian@capstonelawyers.com
7 Capstone Law APC
8 1875 Century Park East, Suite 1000
9 Los Angeles, California 90067
10 Telephone: (310) 556-4811
11 Facsimile: (310) 943-0396

12 Attorneys for Plaintiff Fatima Goodarzi

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 FATIMA GOODARZI, individually,
16 and on behalf of other members of
17 the general public similarly situated,

18 Plaintiff,

19 vs.

20 BELMONT VILLAGE, L.P., a
21 Delaware limited partnership;
22 BELMONT VILLAGE ALISO
23 VIEJO CA LP, a Delaware limited
24 partnership; BELMONT VILLAGE
25 BERKELEY, LLC, a Delaware
26 limited liability company;
27 BELMONT VILLAGE THOUSAND
28 OAKS CA LP, a Delaware limited
partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 2:20-cv-04827-GW-AS

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
§§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Fatima Goodarzi, individually and on behalf of all other members
2 of the public similarly situated and as an aggrieved employee and on behalf of all
3 other aggrieved employees, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This class action is brought pursuant to Rule 23 of the Federal Rules
6 of Civil Procedure to recover wages and all other available relief on behalf of
7 Plaintiff and all similarly situated current and former non-exempt, hourly paid
8 employees of Defendants, and a non-class representative enforcement action
9 brought pursuant to the Labor Code Private Attorneys General Act of 2004,
10 California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
11 and any other available relief on behalf of Plaintiff, the State of California, and
12 other current and former employees who worked for Defendants in California as
13 non-exempt, hourly paid employees and received at least one wage statement and
14 against whom one or more violations of any provision in Division 2 Part 2
15 Chapter 1 of the Labor Code or any provision regulating hours and days of work
16 in the applicable Industrial Welfare Commission (“IWC”) Wage Order were
17 committed, as set forth in this complaint.

18 2. This Court has original jurisdiction over this action pursuant to 28
19 U.S.C. § 1332(d) and based on 28 U.S.C. §§ 1441, 1446.

20 3. Venue is proper in this Court because this case was originally filed
21 in the Superior Court of California for the County of Los Angeles. Venue
22 properly lies in the United States District Court for the Central District of
23 California pursuant to 28 U.S.C. §§ 84(a), 1391(b), and 1441(a).

24 4. The PAGA statute authorizes aggrieved employees to sue directly as
25 the proxy of the State of California for civil penalties for violations of various
26 provisions in the California Labor Code.

27 **THE PARTIES**

28 5. Plaintiff Fatima Goodarzi is a resident of Winnetka, in Los Angeles

1 County, California. Defendants employed Plaintiff as an hourly paid, non-
2 exempt Personal Assistant Liaison from approximately May 2019 to February
3 2020. Plaintiff worked for Defendants at their senior assisted living facility
4 located in Calabasas, California. During her employment, Plaintiff typically
5 worked 12-16 hours per day, six (6) days per week. Plaintiff's primary job
6 duties included, without limitation, performing resident wellness checks, bathing
7 and dressing residents, performing housekeeping duties for residents, and
8 delivering meals to residents.

9 6. BELMONT VILLAGE, L.P. was and is, upon information and
10 belief, a Delaware limited partnership, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county, the State of
12 California, or the various states of the United States of America.

13 7. Plaintiff is unaware of the true names or capacities of the
14 Defendants sued herein under the fictitious names DOES 1 through 10, but will
15 seek leave of this Court to amend the complaint and serve such fictitiously
16 named Defendants once their names and capacities become known.

17 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1
18 through 10 were the partners, agents, owners, or managers of BELMONT
19 VILLAGE, L.P at all relevant times.

20 9. Plaintiff is informed and believes, and thereon alleges, that each and
21 all of the acts and omissions alleged herein was performed by, or is attributable
22 to, BELMONT VILLAGE, L.P. and/or DOES 1 through 10 (collectively,
23 "Defendants" or "BELMONT VILLAGE"), each acting as the agent, employee,
24 alter ego, and/or joint venturer of, or working in concert with, each of the other
25 co-Defendants and was acting within the course and scope of such agency,
26 employment, joint venture, or concerted activity with legal authority to act on the
27 others' behalf. The acts of any and all Defendants were in accordance with, and
28 represent, the official policy of Defendants.

1 10. At all relevant times, Defendants, and each of them, ratified each
2 and every act or omission complained of herein. At all relevant times,
3 Defendants, and each of them, aided and abetted the acts and omissions of each
4 and all the other Defendants in proximately causing the damages herein alleged.

5 11. Plaintiff is informed and believes, and thereon alleges, that each of
6 said Defendants is in some manner intentionally, negligently, or otherwise
7 responsible for the acts, omissions, occurrences, and transactions alleged herein.

8 **GENERAL ALLEGATIONS**

9 12. Defendants own and operate senior assisted living facilities in
10 multiple states, including Arizona, California, Georgia, Illinois, Tennessee, and
11 Texas. Founded in 1997, Defendants have grown to own and operate 30 senior
12 assisted living facilities throughout the country. Within the State of California,
13 Defendants have a total of thirteen senior assisted living facilities, with locations
14 in Albany, Aliso Viejo, Burbank, Calabasas, Cardiff by the Sea, Los Angeles,
15 Rancho Palos Verdes, San Diego, San Jose, Sherman Oaks, Sunnyvale, and
16 Thousand Oaks, California. Upon information and belief, Defendants maintain a
17 single, centralized Human Resources (“HR”) department at their company
18 headquarters in Houston, Texas, which is responsible for the recruiting and
19 hiring of new employees, and communicating and implementing Defendants’
20 company-wide policies, including timekeeping policies and meal and rest period
21 policies, to employees throughout California.

22 13. In particular, Plaintiff and class members, upon information and
23 belief, received the same standardized documents and/or written policies. Upon
24 information and belief, the usage of standardized documents and/or written
25 policies, including new-hire documents titled, Belmont Village Community
26 Attendance Policy; Meal and Rest Period Policy Acknowledgement;
27 Acknowledgement of Policies on Confidentiality; Personal Websites, Blogging,
28 Social Media Sites, and Communication Systems; Belmont Village Community

1 Work Rules; Employee Recognition Bonus; and other Belmont Village
2 standardized forms, indicate that Defendants dictated policies at the corporate
3 level and implemented them company-wide, regardless of their employees'
4 assigned locations or positions.

5 14. Upon information and belief, Defendants maintain a centralized
6 Payroll department at their company headquarters in Houston, Texas, which
7 processes payroll for all non-exempt, hourly paid employees working for
8 Defendants at their various locations and jobsites in California, including
9 Plaintiff and class members. Based upon information and belief, Defendants
10 issue the same formatted wage statements to all non-exempt, hourly paid
11 employees in California, irrespective of their work locations. Upon information
12 and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which
14 each employee's employment ends.

15 15. Defendants continue to employ non-exempt or hourly paid
16 employees in California.

17 16. Plaintiff is informed and believes, and thereon alleges, that at all
18 times herein mentioned, Defendants were advised by skilled lawyers and other
19 professionals, employees and advisors knowledgeable about California labor and
20 wage law, employment and personnel practices, and about the requirements of
21 California law.

22 17. Plaintiff is informed and believes, and thereon alleges, that Plaintiff
23 and class members were not paid for all hours worked because all hours worked
24 were not recorded.

25 18. Plaintiff is informed and believes, and thereon alleges, that
26 Defendants knew or should have known that Plaintiff and class members were
27 entitled to receive certain wages for overtime compensation and that they were
28 not receiving certain wages for overtime compensation.

1 19. Plaintiff is informed and believes, and thereon alleges, that
2 Defendants knew or should have known that Plaintiff and class members were
3 entitled to receive at least minimum wages for compensation and that they were
4 not receiving at least minimum wages for work that was required to be done off-
5 the-clock. In violation of the California Labor Code, Plaintiff and class members
6 were not paid at least minimum wages for work done off-the-clock.

7 20. Plaintiff is informed and believes, and thereon alleges, that
8 Defendants knew or should have known that Plaintiff and class members were
9 entitled to meal periods in accordance with the Labor Code or payment of one
10 (1) additional hour of pay at their regular rates of pay when they were not
11 provided with timely, uninterrupted, thirty (30) minute meal periods and that
12 Plaintiff and class members were not provided with all meal periods or payment
13 of one (1) additional hour of pay at their regular rates of pay when they did not
14 receive a timely, uninterrupted, thirty (30) minute meal period.

15 21. Plaintiff is informed and believes, and thereon alleges, that
16 Defendants knew or should have known that Plaintiff and class members were
17 entitled to rest periods in accordance with the Labor Code and applicable IWC
18 Wage Order or payment of one (1) additional hour of pay at their regular rates of
19 pay when they were not authorized and permitted to take a compliant rest period.
20 In violation of the California Labor Code, Plaintiff and class members were not
21 authorized and permitted to take compliant rest periods, nor did Defendants
22 provide Plaintiff and class members with payment of one (1) additional hour of
23 pay at their regular rates of pay when they were not authorized and permitted to
24 take a compliant rest period.

25 22. Plaintiff is informed and believes, and thereon alleges, that
26 Defendants knew or should have known that Plaintiff and class members were
27 entitled to receive complete and accurate wage statements in accordance with
28 California law. In violation of the California Labor Code, Plaintiff and class

1 members were not provided complete and accurate wage statements.

2 23. Plaintiff is informed and believes, and thereon alleges, that
3 Defendants knew or should have known that they had a duty to maintain accurate
4 and complete payroll records in accordance with the Labor Code and applicable
5 IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

6 24. Plaintiff is informed and believes, and thereon alleges, that
7 Defendants knew or should have known that Plaintiff and class members were
8 entitled to timely payment of all wages earned upon termination of employment.
9 In violation of the California Labor Code, Plaintiff and class members did not
10 receive payment of all wages due, including, but not limited to, overtime wages,
11 minimum wages, and/or meal and rest period premiums, within permissible time
12 periods.

13 25. Plaintiff is informed and believes, and thereon alleges, that
14 Defendants knew or should have known that Plaintiff and class members were
15 entitled to timely payment of wages during their employment. In violation of the
16 California Labor Code, Plaintiff and class members did not receive payment of
17 all wages, including, but not limited to, overtime wages, minimum wages, and/or
18 meal and rest period premiums, within permissible time periods.

19 26. Plaintiff is informed and believes, and thereon alleges, that
20 Defendants knew or should have known that Plaintiff and class members were
21 entitled to the portion of wages previously paid and subsequently unlawfully
22 deducted by Defendants.

23 27. Plaintiff is informed and believes, and thereon alleges, that at all
24 times herein mentioned, that Defendants knew or should have known that they
25 had a duty to cover the costs and expenses Plaintiff and class members incurred
26 obtaining mandatory physical examinations and/or drug tests, but willfully,
27 knowingly, and intentionally failed to do so.

28 28. Plaintiff is informed and believes, and thereon alleges, that

1 Defendants knew or should have known that Plaintiff and class members were
2 entitled to receive full reimbursement for all business-related expenses and costs
3 they incurred during the course and scope of their employment and that they did
4 not receive full reimbursement of applicable business-related expenses and costs
5 incurred.

6 29. Plaintiff is informed and believes, and thereon alleges, that at all
7 times herein mentioned, Defendants knew or should have known that they had a
8 duty to compensate Plaintiff and class members for all hours worked, and that
9 Defendants had the financial ability to pay such compensation, but willfully,
10 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff
11 and class members that they were properly denied wages, all in order to increase
12 Defendants' profits.

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 30. At all times herein set forth, PAGA provides that any provision of
15 law under the Labor Code and applicable IWC Wage Order that provides for a
16 civil penalty to be assessed and collected by the LWDA for violations of the
17 California Labor Code and applicable IWC Wage Order may, as an alternative,
18 be recovered by aggrieved employees in a civil action brought on behalf of
19 themselves and other current or former employees pursuant to procedures
20 outlined in California Labor Code section 2699.3.

21 31. PAGA defines an "aggrieved employee" in Labor Code section
22 2699(c) as "any person who was employed by the alleged violator and against
23 whom one or more of the alleged violations was committed."

24 32. Plaintiff and other current and former employees of Defendants are
25 "aggrieved employees" as defined by Labor Code section 2699(c) in that they are
26 all Defendants' current or former employees and one or more of the alleged
27 violations were committed against them.

28 33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an

1 aggrieved employee, including Plaintiff, may pursue a civil action arising under
2 PAGA after the following requirements have been met:

3 (a) The aggrieved employee or representative shall give written
4 notice by online filing with the LWDA and by certified mail
5 to the employer of the specific provisions of the California
6 Labor Code alleged to have been violated, including the facts
7 and theories to support the alleged violation.

8 (b) An aggrieved employee's notice filed with the LWDA
9 pursuant to 2699.3(a) and any employer response to that
10 notice shall be accompanied by a filing fee of seventy-five
11 dollars (\$75).

12 (c) The LWDA shall notify the employer and the aggrieved
13 employee or representative by certified mail that it does not
14 intend to investigate the alleged violation ("LWDA's Notice")
15 within sixty (60) calendar days of the postmark date of the
16 aggrieved employee's notice. Upon receipt of the LWDA
17 Notice, or if no LWDA Notice is provided within sixty-five
18 (65) calendar days of the postmark date of the aggrieved
19 employee's notice, the aggrieved employee may commence a
20 civil action pursuant to California Labor Code section 2699 to
21 recover civil penalties.

22 34. Pursuant to California Labor Code sections 2699.3(c), aggrieved
23 employees, through Plaintiff, may pursue a civil action arising under PAGA for
24 violations of any provision other than those listed in Section 2699.5 after the
25 following requirements have been met:

26 (a) The aggrieved employee or representative shall give written
27 notice by online filing with the LWDA and by certified mail
28 to the employer of the specific provisions of the California

1 Labor Code alleged to have been violated (other than those
2 listed in Section 2699.5), including the facts and theories to
3 support the alleged violation.

4 (b) An aggrieved employee's notice filed with the LWDA
5 pursuant to 2699.3(c) and any employer response to that
6 notice shall be accompanied by a filing fee of seventy-five
7 dollars (\$75).

8 (c) The employer may cure the alleged violation within thirty-
9 three (33) calendar days of the postmark date of the notice
10 sent by the aggrieved employee or representative. The
11 employer shall give written notice within that period of time
12 by certified mail to the aggrieved employee or representative
13 and by online filing with the LWDA if the alleged violation is
14 cured, including a description of actions taken, and no civil
15 action pursuant to Section 2699 may commence. If the
16 alleged violation is not cured within the 33-day period, the
17 aggrieved employee may commence a civil action pursuant to
18 Section 2699.

19 35. On May 4, 2020, Plaintiff provided written notice by online filing to
20 the LWDA and by Certified Mail to Defendants of the specific provisions of the
21 California Labor Code alleged to have been violated, including facts and theories
22 to support the alleged violations, in accordance with California Labor Code
23 section 2699.3. Plaintiff's written notice was accompanied with the applicable
24 filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator
25 confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
26 Number LWDA-CM-785353-20. A true and correct copy of Plaintiff's written
27 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

28 36. As of the filing date of this complaint, over 65 days have passed

1 since Plaintiff sent the notice described above to the LWDA, and the LWDA has
2 not responded that it intends to investigate Plaintiff's claims and Defendants
3 have not cured the violations.

4 37. Thus, Plaintiff has satisfied the administrative prerequisites under
5 California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties
6 against Defendants for violations of California Labor Code sections 201, 202,
7 203, 204, 221, 222.5, 224, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194,
8 1197, 1197.1, 1198, and 2802.

9 38. Labor Code section 558(a) provides "[a]ny employer or other person
10 acting on behalf of an employer who violates, or causes to be violated, a section
11 of this chapter or any provision regulating hours and days of work in any order
12 of the Industrial Welfare Commission shall be subject to a civil penalty as
13 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid (2)
15 For each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid"
17 Labor Code section 558(c) provides "[t]he civil penalties provided for in this
18 section are in addition to any other civil or criminal penalty provided by law."

19 39. Defendants, at all times relevant to this complaint, were employers
20 or persons acting on behalf of an employer(s) who violated Plaintiff's and other
21 aggrieved employees' rights by violating various sections of the California Labor
22 Code as set forth above.

23 40. As set forth below, Defendants have violated numerous provisions
24 of both the Labor Code sections regulating hours and days of work as well as the
25 applicable IWC Wage Order.

26 41. Pursuant to PAGA, and in particular, California Labor Code
27 sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public
28 interest as a private attorney general, seeks assessment and collection of civil

penalties for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under Rule 23 of the Federal Rules of Civil Procedure.

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

44. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

45. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

46. Members of the Class and Subclass are referred to herein as "class members."

47. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

48. This action is brought and properly may be maintained as a class action pursuant to the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(1), (b)(2) or (b)(3) and satisfies the requirements thereof.

49. According to Defendant's removal papers, there are at least 5,289 non-exempt, hourly paid employees working for Defendants across California

1 during the relevant period. Thus, it is reasonable to presume that the members of
2 the class are so numerous that joinder of all members is impracticable. The
3 disposition of their claims in a class action will provide substantial benefits to
4 the parties and the Court.

5 50. Plaintiff's claims are typical of those of the class members, because
6 Plaintiff suffered the violations set forth in this First Amended Complaint.

7 51. Plaintiff will adequately protect the interests of class members.
8 Plaintiff has no interests that are adverse to or conflict with class members and is
9 committed to the vigorous prosecution of this action. To that end, Plaintiff has
10 retained counsel who is competent and experienced in handling class actions on
11 behalf of employees.

12 52. A class action is superior to all other available methods for the fair
13 and efficient adjudication of this controversy since joinder of all members is
14 impracticable. Furthermore, as the amount suffered by individual class members
15 may be relatively small, the expense and burden of individual litigation make it
16 impossible for members of the Class to individually redress the wrongs done to
17 them. There will be no difficulty in the management of this case as a class
18 action.

19 53. There are common questions of law and fact as to class members
20 that predominate over questions affecting only individual members, including,
21 but not limited to:

- 22 (a) Whether Defendants required Plaintiff and class members to
23 work over eight (8) hours per day, over twelve (12) hours per
24 day, or over forty (40) hours per week and failed to pay all
25 legally required overtime compensation to Plaintiff and class
26 members;
- 27 (b) Whether Defendants failed to pay Plaintiff and class members
28 at least minimum wages for all hours worked;

- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiff and class members during their employment;
- (i) Whether Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members, in violation of California Labor Code sections 221 and 224;
- (j) Whether Defendants failed to pay Plaintiff and class members for the costs of mandatory physical examinations and/or drug testing;
- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

55. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

56. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

57. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

58. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration

1 for employment paid to, or on behalf of, the employee, including
2 nondiscretionary bonuses and incentive pay.

3 59. California Labor Code section 510 codifies the right to overtime
4 compensation at one and one-half (1½) times the regular rate of pay for hours
5 worked in excess of eight (8) hours in a day or forty (40) hours in a week or for
6 the first eight (8) hours worked on the seventh (7th) day of work, and to overtime
7 compensation at twice the employee's regular rate of pay for hours worked in
8 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
9 the seventh (7th) day of work.

10 60. During the relevant time period, Defendants willfully failed to pay
11 all overtime wages owed to Plaintiff and class members. During the relevant
12 time period, Plaintiff and class members were not paid overtime premiums for all
13 of the hours they worked in excess of eight (8) hours in a day, in excess of
14 twelve (12) hours in a day, and/or in excess of forty (40) hours in a week,
15 because all hours worked were not recorded.

16 61. First, during the relevant time period, Defendants had, and continue
17 to have, a company-wide policy and/or practice of understaffing their assisted
18 living facilities, and on information and belief, utilizing labor budgets that led to
19 far too few employees being staffed to provide care to the number of residents.
20 Due to Defendants' understaffing of their assisted living facilities, Plaintiff and
21 class members were left without meal period coverage to take compliant meal
22 periods. Instead, Plaintiff and class members were required to continue
23 performing their caregiving duties during meal periods, suffered interruptions to
24 their meal periods, and/or had their meal periods cut short when they were
25 needed to return to caring for residents. For example, Plaintiff had her meal
26 periods cut short and interrupted by Defendants' supervisors who would instruct
27 her to return to work before her 30-minute meal period ended or ask her care-
28 related questions during her unpaid meal periods. Plaintiff also missed her meal

1 periods altogether due to Defendants' understaffing of the assisted living facility.
2 Other class members similarly suffered interruptions to their meal periods and
3 had their meal periods cut short for the same reasons. Thus, Plaintiff and class
4 members missed or had meal periods interrupted in order to complete their
5 assigned workloads. Defendants did not pay Plaintiff and class members for the
6 time they continued to perform tasks during meal periods.

7 62. Second, Defendants also had a company-wide policy and/or practice
8 of requiring Plaintiff and class members to carry communication devices at all
9 times during their shifts and respond to any calls during their shifts. Defendants
10 required that Plaintiff and class members be available via the devices at all times,
11 including during their unpaid meal periods. For example, Plaintiff would have
12 her meal periods interrupted by supervisors who would contact her via the device
13 to ask her questions about work-related matters. Defendants knew or should
14 have known that Plaintiff and class members were being made to communicate
15 with their supervisors while off-the-clock in order to meet Defendants'
16 expectations, but failed to compensate them for this off-the-clock work. And,
17 although Defendants' supervisors would contact Plaintiff while she was clocked
18 out for her meal periods to discuss work-related matters, Defendants failed to
19 pay her for this time.

20 63. Third, Defendants, on a company-wide basis, had a practice of
21 failing to schedule meal periods, which further caused Plaintiff and class
22 members to not be relieved of their duties for compliant meal periods. As a
23 result of these policies and/or practices, Plaintiff and class members were
24 required to work through and/or to return early from meal periods, in order to
25 complete their assigned tasks. Further, Defendants had a company-wide practice
26 and/or policy of discouraging employees from accruing meal period penalties
27 and pressuring them to clock out for meal periods regardless of whether they had
28 received a compliant meal period or not, to limit meal penalties that Defendants

1 would otherwise owe to Plaintiff and class members. Defendants also engaged
2 in a company-wide practice and/or policy of adjusting employee time meal
3 period records to reflect compliant meal periods. Thus, Plaintiff and class
4 members performed work during meal periods for which they were not paid.

5 64. Defendants knew or should have known that as a result of these
6 company-wide practices and/or policies, Plaintiff and class members were
7 performing assigned duties during their meal periods, and were suffered or
8 permitted to perform work for which they were not paid. Because Plaintiff and
9 class members worked shifts of eight (8) hours a day or more or forty (40) hours
10 a week or more, some of this off-the-clock work qualified for overtime premium
11 pay. Therefore, Plaintiff and class members were not paid overtime wages for
12 all of the overtime hours they actually worked.

13 65. Defendants' failure to pay Plaintiff and class members the balance
14 of overtime compensation as required by California law, violates the provisions
15 of California Labor Code sections 510 and 1198. Pursuant to California Labor
16 Code section 1194, Plaintiff and class members are entitled to recover their
17 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and** 20 **1198—Unpaid Minimum Wages** 21 **(Against all Defendants)**

22 66. Plaintiff incorporates by reference and re-alleges as if fully stated
23 herein each and every allegation set forth above.

24 67. At all relevant times, California Labor Code sections 1182.12, 1194,
25 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by
26 the IWC is the minimum wage to be paid to employees, and the payment of a
27 wage less than the minimum so fixed is unlawful. Compensable work time is
28 defined in Wage Order No. 5 as "the time during which an employee is suffered

1 or permitted to work for the employer, whether or not required to do so, as
2 interpreted in accordance with the provisions of the Fair Labor Standards Act.”
3 Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

4 68. As set forth above, due to Defendants’ policy and/or practice of
5 understaffing their assisted living facilities relative to the number of residents
6 requiring care, requiring Plaintiff and class members to respond to
7 communication devices at all times, and failing to schedule meal periods,
8 Plaintiff and class members were forced to forego meal periods, have their meal
9 periods interrupted, and/or were otherwise not relieved of all duties during meal
10 periods.

11 69. Further, Defendants maintained and implemented a company-wide
12 policy of requiring all employees to travel to a medical clinic on their own time
13 and using their own personal vehicles to undergo mandatory physical
14 examinations, tuberculin (TB) testing, and/or drug testing, upon hiring and
15 periodically thereafter. However, Defendants did not compensate Plaintiff and
16 class members for the time they spent traveling to and from the medical clinics
17 or for the time they spent undergoing physical examinations, TB testing, and/or
18 drug testing. At all times, Defendants were in control of scheduling the date and
19 time for the testing and/or physical examinations, selecting the provider or clinic
20 where the testing and/or physical examinations were to take place, and
21 determining the scope of the testing and/or physical examinations. For example,
22 Defendants gave Plaintiff strict instructions to obtain a physical examination, TB
23 test, and drug test and Plaintiff underwent the examination and testing for the
24 sole benefit of Defendants. Plaintiff followed Defendants’ instructions and
25 traveled 50 miles roundtrip (for approximately one (1) hour total) to and from the
26 medical clinic authorized by Defendants in Thousand Oaks, California, and spent
27 a few hours waiting at the medical clinic and undergoing the requisite treatment
28 and/or testing. Plaintiff was further instructed to return to the medical clinic in

1 Thousand Oaks to obtain her TB test results, which she did 72 hours after taking
2 the TB test pursuant to Defendants' instructions. However, Defendants did not
3 compensate Plaintiff and class members for the time they spent traveling to and
4 undergoing the mandatory physical examinations, TB testing, and/or drug testing
5 and obtaining their TB test results.

6 70. Moreover, Defendants maintained and implemented a company-
7 wide policy of requiring all employees to undergo fingerprint-based background
8 checks upon hiring. This required employees to travel to a Live Scan Provider or
9 Operator on their own time and using their own personal vehicles, to undergo
10 fingerprinting. For example, Plaintiff spent one (1) hour traveling to and from a
11 Live Scan Provider in Thousand Oaks, California, and another 35-45 minutes
12 waiting and undergoing the fingerprinting. However, Defendants did not
13 compensate Plaintiff and class members for the time they spent traveling to and
14 from the Live Scan Providers or Operators or for the time they spent undergoing
15 their fingerprinting.

16 71. Defendants did not pay minimum wages for off-the-clock hours that
17 Plaintiff and class members worked through that qualified for overtime premium
18 payment. To the extent that these off-the-clock hours did not qualify for
19 overtime premium payment, Defendants did not pay at least minimum wages for
20 those hours worked off-the-clock in violation of California Labor Code sections
21 1182.12, 1194, 1197, 1197.1, and 1198.

22 72. Defendants' failure to pay Plaintiff and class members minimum
23 wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
24 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class
25 members are entitled to recover liquidated damages in an amount equal to the
26 wages unlawfully unpaid and interest thereon.

27 ///

28 ///

THIRD CAUSE OF ACTION

**Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal
Period Violations
(Against all Defendants)**

73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

74. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

75. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

76. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the

1 employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

2 77. First, during the relevant period, as stated, Defendants' company-
3 wide policies and/or practices of understaffing their assisted living facilities due
4 to the usage of labor budgets, lack of adequate meal period coverage, and failure
5 to schedule meal periods prevented Plaintiff and class members from taking all
6 timely, uninterrupted meal periods to which they were entitled. As a result,
7 Plaintiff and class members would be forced to work in excess of five (5) hours
8 before taking a meal period and, at times, had their meal periods interrupted
9 and/or had to forgo their meal periods altogether. For example, during her
10 employment, Plaintiff would start her meal periods late due to the heavy
11 workload and lack of coverage, would have her meal periods interrupted by her
12 supervisors wanting to discuss work-related matters, and would have her meal
13 periods cut short due to perform her caregiving duties for residents.

14 78. Second, as stated, Defendants' uniform policy and/or practice
15 requiring that Plaintiff and class members keep a communication device on their
16 person while on-site and respond to any calls at all times discouraged and
17 impeded Plaintiff and class members from taking full, uninterrupted meal
18 periods to which they were entitled. For example, Plaintiff's supervisors would
19 contact her through the communication device to ask her questions about work-
20 related issues.

21 79. Third, on information and belief, because Defendants frowned upon
22 employees accruing meal period penalties, Defendants' management would
23 adjust Plaintiff's and class members' time records and/or pressured employees to
24 clock out for meal periods to reflect compliant meal periods, regardless of
25 whether they had received a compliant meal period or not, in order to strictly
26 limit meal penalties that would need to be paid by Defendants. However,
27 Plaintiff and class members worked through meal periods or had their meal
28 periods interrupted, because there were not enough employees on duty to handle

1 the workload.

2 80. Fourth, during the relevant time period, Plaintiff and class members
3 worked shifts in excess of ten (10) hours without receiving an uninterrupted
4 second 30-minute meal period. For example, Plaintiff missed her second meal
5 period when she worked shifts in excess of ten (10) hours. Plaintiff and class
6 members did not sign valid meal period waivers on days that they were entitled
7 to meal periods and were not relieved of all duties.

8 81. At all times herein mentioned, Defendants knew or should have
9 known that, as a result of these policies, Plaintiff and class members were
10 prevented from being relieved of all duties and required to perform some of their
11 assigned duties during meal periods. Defendants further knew or should have
12 known that Defendants did not pay Plaintiff and class members meal period
13 premium wages when meal periods were late, interrupted, shortened, or missed,
14 because Defendants adjusted employee time records to reflect compliant meal
15 periods, even if none were taken.

16 82. Moreover, Defendants engaged in a company-wide practice and/or
17 policy of not paying all meal period premiums owed when compliant meal
18 periods are not provided. Because of Defendants' practices and/or policies,
19 Plaintiff and class members have not received premium pay for all missed, late,
20 and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
21 and class members compliant meal periods in violation of California Labor Code
22 sections 226.7, 512, and 516 and failed to pay the full meal period premiums
23 due.

24 83. Defendants' conduct violates the applicable IWC Wage Order, and
25 California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class
26 members are therefore entitled to recover from Defendants one (1) additional
27 hour of pay at the employee's regular rate of compensation for each work day
28 that the meal period was not provided.

1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period**
3 **Violations**

4 **(Against all Defendants)**

5 84. Plaintiff incorporates by reference and re-alleges as if fully stated
6 herein each and every allegation set forth above.

7 85. At all relevant times herein set forth, the applicable IWC Wage
8 Order and California Labor Code sections 226.7, 516, and 1198 were applicable
9 to Plaintiff and class members' employment by Defendants.

10 86. At all relevant times, the applicable IWC Wage Order provides that
11 "[e]very employer shall authorize and permit all employees to take rest periods,
12 which insofar as practicable shall be in the middle of each work period" and that
13 the "rest period time shall be based on the total hours worked daily at the rate of
14 ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
15 the total daily work time is less than three and one-half (3½) hours.

16 87. At all relevant times, California Labor Code section 226.7 provides
17 that no employer shall require an employee to work during any rest period
18 mandated by an applicable order of the California IWC. To comply with its
19 obligation to authorize and permit rest periods under California Labor Code
20 section 226.7 and the applicable IWC Wage Order, an employer must "relinquish
21 any control over how employees spend their break time, and relieve their
22 employees of all duties — including the obligation that an employee remain on
23 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security*
24 *Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC
25 Wage Order and California Labor Code section 226.7(b), Plaintiff and class
26 members are entitled to recover from Defendants one (1) additional hour of pay
27 at their regular rates of pay for each work day that a required rest period was not
28 authorized and permitted.

1 88. During the relevant time period, Defendants regularly failed to
2 authorize and permit Plaintiff and class members to take a ten (10) minute rest
3 period per each four (4) hour period worked or major fraction thereof. As with
4 meal periods, Defendants' company-wide practices, including assigning heavy
5 workloads and understaffing their assisted living facilities, prevented Plaintiff
6 and class members from being relieved of all duty to take their rest periods.
7 Additionally, Defendants failed to schedule rest periods, which, coupled with
8 Defendants' failure to provide adequate rest period coverage, further led to
9 Plaintiff and class members not being authorized and permitted to take compliant
10 rest periods.

11 89. Furthermore, upon information and belief, during the relevant time
12 period, Defendants maintained and implemented a company-wide on-premises
13 rest period policy, which mandated that Plaintiff and class members remain on
14 the work premises during their rest periods. Upon information and belief,
15 Defendants' company-wide on-premises rest period policy prevented Plaintiff
16 and class members from being relieved of all duties for rest periods and caused
17 them to perform work during rest periods.

18 90. As a result of Defendants' practices and policies, Plaintiff and class
19 members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
20 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to
21 which they were entitled. For example, during her employment, Plaintiff missed
22 her rest periods or had them cut short or interrupted, due to Defendants' policy of
23 assigning heavy workloads and failing to provide sufficient coverage.
24 Defendants failed to authorize and permit Plaintiff and class members to take
25 another rest period when their rest periods were interrupted to respond to the
26 needs of residents.

27 91. Defendants have also engaged in a systematic, company-wide
28 practice and/or policy of not paying rest period premiums owed when rest

1 periods are not authorized and permitted. As a result, Defendants denied
 2 Plaintiff and class members rest periods and failed to pay them rest period
 3 premium wages due, in violation of Labor Code section 226.7, 516, and the
 4 applicable IWC Wage Order.

5 92. Defendants' conduct violates the applicable IWC Wage Order and
 6 California Labor Code sections 226.7, 516, and 1198. Plaintiff and class
 7 members are therefore entitled to recover from Defendants one (1) additional
 8 hour of pay at the employee's regular rate of compensation for each work day
 9 that a compliant rest period was not authorized and permitted.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-** 12 **Compliant Wage Statements and Failure to Maintain Accurate Payroll**

13 **Records**

14 **(Against all Defendants)**

15 93. Plaintiff incorporates by reference and re-alleges as if fully stated
 16 herein each and every allegation set forth above.

17 94. At all relevant times herein set forth, California Labor Code section
 18 226(a) provides that every employer shall furnish each of his or her employees
 19 an accurate and complete itemized wage statement in writing, including, but not
 20 limited to, the name and address of the legal entity that is the employer, the
 21 inclusive dates of the pay period, total hours worked, and all applicable rates of
 22 pay.

23 95. At all relevant times, Defendants have knowingly and intentionally
 24 provided Plaintiff and Subclass members with uniform, incomplete, and
 25 inaccurate wage statements. For example, Defendants issued uniform wage
 26 statements to Plaintiff and Subclass members that fail to correctly list: gross
 27 wages earned; total hours worked; net wages earned; and all applicable hourly
 28 rates in effect during the pay period, including overtime rates of pay, and the

1 corresponding number of hours worked at each hourly rate. Specifically,
2 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

3 96. Because Defendants did not record the time Plaintiff and Subclass
4 members spent working off the clock and deducted time from Plaintiff's and
5 Subclass members' records for meal periods that were interrupted and/or missed
6 (and therefore time for which they should have been paid), Defendants did not
7 list the correct amount of gross wages and net wages earned by Plaintiff and
8 Subclass members in compliance with section 226(a)(1) and 226(a)(5). For the
9 same reason, Defendants failed to accurately list the total number of hours
10 worked by Plaintiff and Subclass members in violation of section 226(a)(2), and
11 failed to list the applicable hourly rates of pay in effect during the pay period and
12 corresponding accurate number of work hours worked at each hourly rate in
13 violation of section 226(a)(9).

14 97. The wage statement deficiencies also include, without limitation,
15 failing to list the number of piece-rate units earned and any applicable piece rate
16 if the employee is paid on a piece-rate basis; failing to list all deductions; failing
17 to list the name of the employee and only the last four digits of his or her social
18 security number or an employee identification number other than a social
19 security number; failing to list the name and address of the legal entity that is the
20 employer; failing to list the inclusive dates of the period for which class
21 members were paid; and/or failing to state all hours worked as a result of not
22 recording or stating hours worked off-the-clock.

23 98. California Labor Code section 1198 provides that the maximum
24 hours of work and the standard conditions of labor shall be those fixed by the
25 Labor Commissioner and as set forth in the applicable IWC Wage Orders.
26 Section 1198 further provides that "[t]he employment of any employees for
27 longer hours than those fixed by the order or under conditions of labor prohibited
28 by the order is unlawful." Pursuant to the applicable IWC Wage Order,

1 employers are required to keep accurate time records showing when the
2 employee begins and ends each work period and meal period. During the
3 relevant time period, Defendants failed, on a company-wide basis, to keep
4 accurate records of work period and meal period start and stop times for Plaintiff
5 and Subclass members, in violation of section 1198. As stated, on information
6 and belief, Defendants engaged in a company-wide practice and/or policy of
7 falsifying Plaintiff's and Subclass members' time records by recording that
8 compliant meal periods were taken regardless of if or when meal periods were
9 actually taken, and thereby failed to keep accurate records of meal start and end
10 times for Plaintiff and Subclass members. Furthermore, in light of Defendants'
11 failure to provide Plaintiff and Subclass members with second 30-minute meal
12 periods to which they were entitled, Defendants kept no records of meal start and
13 end times for second meal periods.

14 99. California Labor Code section 1174(d) provides that "[e]very person
15 employing labor in this state shall ... [k]eep a record showing the names and
16 addresses of all employees employed and the ages of all minors" and "[k]eep, at
17 a central location in the state or at the plants or establishments at which
18 employees are employed, payroll records showing the hours worked daily by and
19 the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments" At all relevant times, and in violation of Labor Code
22 section 1174(d), Defendants willfully failed to maintain accurate payroll records
23 for Plaintiff and Subclass members showing the daily hours they worked and the
24 wages paid thereto as a result of failing to record the off-the-clock hours that
25 they worked.

26 100. Plaintiff and Subclass members are entitled to recover from
27 Defendants the greater of their actual damages caused by Defendants' failure to
28 comply with California Labor Code section 226(a), or an aggregate penalty not

1 exceeding four thousand dollars (\$4,000) per employee.

2 **SIXTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely**

4 **Paid Upon Termination**

5 **(Against all Defendants)**

6 101. Plaintiff incorporates by reference and re-alleges as if fully stated
7 herein each and every allegation set forth above.

8 102. At all times relevant herein set forth, Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and
10 unpaid at the time of discharge are due and payable immediately, and that if an
11 employee voluntarily leaves his or her employment, his or her wages shall
12 become due and payable not later than seventy-two (72) hours thereafter, unless
13 the employee has given seventy-two (72) hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the
15 time of quitting.

16 103. On information and belief, Defendants had a company-wide practice
17 or policy of paying departing employees their final wages on the next regular pay
18 cycle, instead of adhering to the time requirements set forth in Labor Code
19 sections 201 and 202. For example, Defendants terminated Plaintiff in person on
20 February 13, 2020, but failed to tender her final pay to her at that time. Instead,
21 Defendants did not tender Plaintiff her final wages until approximately 10 days
22 later. Thus, Defendants failed to pay Plaintiff her final wages at the time of
23 termination, in violation of Labor Code section 201.

24 104. In addition, Defendants willfully failed to pay Plaintiff and class
25 members who are no longer employed by Defendants the earned and unpaid
26 wages set forth above, including but not limited to, overtime wages, minimum
27 wages, and/or meal and rest period premium wages, either at the time of
28 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

1 105. Defendants' failure to pay Plaintiff and class members who are no
2 longer employed by Defendants their wages earned and unpaid at the time of
3 discharge, or within seventy-two (72) hours of their leaving Defendants' employ,
4 violates Labor Code sections 201 and 202. Plaintiff and class members are
5 therefore entitled to recover from Defendants the statutory penalty wages for
6 each day they were not paid, at their regular rate of pay, up to a thirty (30) day
7 maximum pursuant to California Labor Code section 203.

8 **SEVENTH CAUSE OF ACTION**

9 **Violation of California Labor Code § 204—Failure to Timely Pay Wages**

10 **During Employment**

11 **(Against all Defendants)**

12 106. Plaintiff incorporates by reference and re-alleges as if fully stated
13 herein each and every allegation set forth above.

14 107. This cause of action is dependent upon, and wholly derivative of,
15 the overtime wages, minimum wages, and/or meal and rest period premium
16 wages, that were not timely paid to Plaintiff and those class members by
17 Defendants during their employment.

18 108. At all times relevant herein set forth, Labor Code section 204
19 provides that all wages earned by any person in any employment between the
20 first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other
21 than those wages due upon termination of an employee, are due and payable
22 between the sixteenth (16th) and the twenty-sixth (26th) day of the month during
23 which the labor was performed.

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

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

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

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

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

114. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides

1 that: “[w]hen tools or equipment are required by the employer or are necessary to
2 the performance of a job, such tools and equipment shall be provided and
3 maintained by the employer, except that an employee whose wages are at least
4 two (2) times the minimum wage provided herein may be required to provide
5 and maintain hand tools and equipment customarily required by the trade or
6 craft.”

7 115. During the relevant time period, Defendants had a company-wide
8 policy of requiring Plaintiff and class members to travel in their own personal
9 vehicles to obtain mandatory physical examinations, TB testing, drug testing,
10 and/or fingerprint-based background checks, but did not reimburse them for their
11 travel expenses, including mileage. Defendants maintained and implemented a
12 company-wide policy of requiring employees to travel to a medical clinic on
13 their own time and using their own personal vehicles to undergo mandatory drug
14 testing, tuberculin (TB) testing, and/or physical examinations. At all times,
15 Defendants were in control of scheduling the date and time for the testing and/or
16 physical examinations, selecting the provider or clinic where the testing and/or
17 physical examinations were to take place, and determining the scope of the
18 testing and/or physical examinations. Defendants gave Plaintiff and class
19 members strict instructions to obtain drug testing, TB testing, and physical
20 examinations, and Plaintiff and class members underwent the testing and
21 physical examinations for the sole benefit of Defendants. For example, Plaintiff
22 followed Defendants’ instructions, traveled approximately 50 miles roundtrip to
23 Thousand Oaks, California, using her personal vehicle, and underwent
24 Defendants’ mandatory physical examination, drug testing, and TB testing, but
25 was not reimbursed for her mileage to and from the medical clinic. Defendants
26 also required Plaintiff to make a second trip using her own vehicle to return to
27 the medical clinic 72 hours later and obtain her TB test results. As a further
28 example, Plaintiff was also required to travel approximately 50 miles roundtrip

1 using her personal vehicle to obtain her mandatory fingerprint-based background
2 check from a Live Scan provider. Although Defendants required Plaintiff and
3 class members to undergo physical examinations, TB testing, drug testing, and/or
4 fingerprint-based background checks, Defendants never reimbursed them for
5 their travel expenses.

6 116. In addition, on a company-wide basis, Defendants failed to provide
7 Plaintiff and class members with uniform cleaning services or reimburse them
8 for cleaning expenses incurred. During the relevant time period, Defendants had
9 a company-wide written policy of requiring Plaintiff and class members to
10 “present our best image at all times in our communities” upon threat of being
11 sent home or disciplined, which forced Plaintiff and class members to clean their
12 uniforms frequently and incur expenses for doing so. For example, Defendants
13 required Plaintiff and class members to wear green t-shirts bearing the “Belmont
14 Village” logo in the upper right side, but only issued Plaintiff and class members
15 two (2) of the required t-shirts. Plaintiff typically worked six days per week, and
16 was therefore constantly doing laundry because two (2) shirts could not get her
17 through the workweek. As a result, Plaintiff and class members incurred
18 additional laundry expenses in order to report to work in Defendants’ uniforms.

19 117. Defendants could have provided Plaintiff and class members with
20 the actual tools for use on the job, such as company vehicles or other paid
21 transportation to be used for fulfilling work-related tasks, an adequate number of
22 uniforms, or provided laundering services. Or, Defendants could have
23 reimbursed employees for the costs of their travel expenses, mileage, and
24 uniform laundering expenses. Instead, Defendants passed these operating costs
25 off onto Plaintiff and class members.

26 118. Defendants’ company-wide policy and/or practice of passing on
27 their operating costs to Plaintiff and class members violates California Labor
28 Code section 2802. Defendants have intentionally and willfully failed to

1 reimburse Plaintiff and other class members for necessary business-related
2 expenses and costs.

3 119. Plaintiff and class members are entitled to recover from Defendants
4 their business-related expenses incurred during the course and scope of their
5 employment, plus interest.

6 **NINTH CAUSE OF ACTION**

7 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

8 **(Against all Defendants)**

9 120. Plaintiff incorporates by reference and re-alleges as if fully stated
10 herein each and every allegation set forth above.

11 121. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff
12 to recover civil penalties for the violation(s) of the Labor Code sections
13 enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor
14 Code sections 201, 202, 203, 204, 221, 222.5, 224, 226(a), 226.7, 510, 512(a),
15 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
16 permits aggrieved employees, including Plaintiff, to recover civil penalties for
17 violations of those Labor Code sections not found in section 2699.5, including
18 sections 516 and 1182.12.

19 122. Defendants’ conduct, as alleged herein, violates numerous sections
20 of the California Labor Code, including, but not limited to, the following:

21 (a) Violation of Labor Code sections 510, 1198, and the
22 applicable IWC wage order for Defendants’ failure to
23 compensate Plaintiff and other aggrieved employees with all
24 required overtime, as alleged herein;

25 (b) Violation of Labor Code sections 1182.12, 1194, 1197,
26 1197.1, 1198, and the applicable IWC wage order for
27 Defendants’ failure to compensate Plaintiff and other
28 aggrieved employees with at least minimum wages for all

1 hours worked, as alleged herein;

2 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and
3 the applicable IWC wage order for Defendants' failure to
4 provide Plaintiff and other aggrieved employees with meal
5 periods, as alleged herein;

6 (d) Violation of Labor Code sections 226.7, 516, 1198, and the
7 applicable IWC wage order for Defendants' failure to
8 authorize and permit Plaintiff and other aggrieved employees
9 to take rest periods, as alleged herein;

10 (e) Violation of Labor Code sections 226(a), 1198, and the
11 applicable IWC wage order for failure to provide accurate and
12 complete wage statements to Plaintiff and other aggrieved
13 employees, as alleged herein;

14 (f) Violation of Labor Code sections 1174(d), 1198, and the
15 applicable IWC wage order for failure to maintain payroll
16 records as alleged herein;

17 (g) Violation of Labor Code sections 201, 202, and 203 for
18 failure to pay all earned wages upon termination as alleged
19 herein;

20 (h) Violation of Labor Code section 204 for failure to pay all
21 earned wages during employment, as alleged herein;

22 (i) Violation of Labor Code sections 221 and 224 for unlawfully
23 deducting a portion of wages previously paid to Plaintiff and
24 other aggrieved employees, as set forth below;

25 (j) Violation of Labor Code section 222.5 for failure to
26 compensate Plaintiff and other aggrieved employees for
27 mandatory physical examinations and/or drug testing as set
28 forth below; and

1 (k) Violation of Labor Code section 2802 for failure to reimburse
2 Plaintiff and other aggrieved employees for all business
3 expenses necessarily incurred, as alleged herein.

4 123. At all times relevant herein, California Labor Code section 221
5 provides that it shall be unlawful for any employer to collect or receive from an
6 employee any part of wages theretofore paid by said employer to said employee.
7 California Labor Code section 224 also provides in pertinent part that it is lawful
8 to withhold a portion of the employee's wages if "a deduction is expressly
9 authorized in writing by the employee."

10 124. During the relevant time period, Defendants unlawfully deducted a
11 portion of wages previously paid to Plaintiff and other aggrieved employees, in
12 violation of California Labor Code section 221. Defendants would deduct \$8.00
13 per meal ticket from Plaintiff's and other aggrieved employees' paychecks, but
14 Plaintiff and other aggrieved employees did not expressly consent to and
15 authorize the deductions. For example, Defendants deducted \$8.00 from
16 Plaintiff's paycheck for a meal ticket that she did not authorize in writing, and
17 Defendants' management refused to refund that amount when Plaintiff brought it
18 to their attention. Thus, Defendants' policy of deducting the cost of meals from
19 Plaintiff's and other aggrieved employees' wages without their written
20 authorization constitutes an unlawful deduction of wages in violation of
21 California Labor Code sections 221 and 224. Plaintiff and other aggrieved
22 employees are therefore entitled to recover civil penalties pursuant to Labor
23 Code sections 225.5 and/or 2699(a), (f)-(g).

24 125. At all relevant times herein, California Labor Code section 222.5
25 requires employers to pay for the costs an employee incurs for obtaining any
26 required medical or physical examination.

27 126. At all times relevant herein, Defendants implemented, on a
28 company-wide basis, an employer-imposed requirement that Plaintiff and other

1 aggrieved employees undergo mandatory physical examinations, tuberculin (TB)
2 testing, and/or drug testing, but required them to do so at their own expense. As
3 stated, Defendants had a company-wide policy requiring that all employees,
4 including Plaintiff and other aggrieved employees, travel to an authorized
5 medical clinic on their own time and using their own personal vehicles to
6 undergo physical examinations, TB testing, and/or drug testing. Defendants also
7 required Plaintiff and other aggrieved employees to make a second trip to the
8 medical clinics to obtain their TB test results. At all times, Defendants were in
9 control of scheduling the date and time for the examinations and/or testing,
10 selecting the provider/facility where the examinations and/or testing were to take
11 place, and determining the scope of the examinations and/or testing.

12 127. For example, as described above, Plaintiff was instructed by
13 Defendants to travel to Defendants' designated medical clinic and obtain a
14 physical examination, drug testing, and TB testing. Plaintiff followed
15 Defendants' instructions, traveled to the medical clinic authorized by Defendants
16 in Thousand Oaks, California, and underwent the physical examination, drug
17 testing, and TB testing. Plaintiff drove approximately 50 miles roundtrip (for
18 approximately one (1) hour) to and from the medical clinic designated by
19 Defendants, and then spent a few hours waiting at the medical clinic and
20 undergoing the requisite treatment and testing. Plaintiff also made a second trip
21 to the same medical clinic 72 hours later to obtain her TB test results, pursuant to
22 Defendants' instructions.

23 128. However, Defendants did not compensate Plaintiff and other
24 aggrieved employees for the time they spent traveling to and from the medical
25 clinics, for the time they spent undergoing the physical examinations, TB testing,
26 and/or drug testing, or reimburse them for the travel expenses they incurred
27 getting to and from the medical clinics. Defendants' policy and/or not paying for
28 all costs Plaintiff and other aggrieved employees incurred obtaining mandatory

1 physical examinations, TB testing, and/or drug testing is in violation of
 2 California Labor Code section 222.5. Plaintiff and other aggrieved employees
 3 are therefore entitled to recover civil penalties pursuant to Labor Code sections
 4 2699(a), (f), and (g).

5 **TENTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unlawful Business Practices**

8 **(Against all Defendants)**

9 129. Plaintiff incorporates by reference and re-alleges as if fully stated
 10 herein each and every allegation set forth above.

11 130. Defendants are “persons” as defined by California Business &
 12 Professions Code sections 17201, as they are corporations, firms, partnerships,
 13 joint stock companies, and/or associations.

14 131. Defendants’ conduct, as alleged herein, has been, and continues to
 15 be, unfair, unlawful and harmful to Plaintiff, class members, and to the general
 16 public. Plaintiff has suffered injury in fact and has lost money as a result of
 17 Defendants’ unlawful business practices. Plaintiff seeks to enforce important
 18 rights affecting the public interest within the meaning of Code of Civil Procedure
 19 section 1021.5.

20 132. Defendants’ activities, as alleged herein, are violations of California
 21 law, and constitute unlawful business acts and practices in violation of California
 22 Business & Professions Code sections 17200, *et seq.*

23 133. A violation of California Business & Professions Code sections
 24 17200, *et seq.* may be predicated on the violation of any state or federal law. In
 25 the instant case, Defendants’ policies and practices have violated state law in at
 26 least the following respects:

- 27 (a) Requiring non-exempt, hourly paid employees, including
 28 Plaintiff and class members, to work overtime without paying

1 them proper compensation in violation of California Labor
2 Code sections 510 and 1198 and the applicable IWC Order, as
3 alleged herein;

4 (b) Failing to pay at least minimum wage to Plaintiff and class
5 members in violation of California Labor Code sections
6 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable
7 IWC Order, as alleged herein;

8 (c) Failing to provide uninterrupted meal periods to Plaintiff and
9 class members in violation of California Labor Code sections
10 226.7, 512(a), 516, 1198, and the applicable IWC Order, as
11 alleged herein;

12 (d) Failing to authorize and permit Plaintiff and class members to
13 take uninterrupted rest periods in violation of California
14 Labor Code sections 226.7, 516, 1198, and the applicable
15 IWC Order, as alleged herein;

16 (e) Failing to provide Plaintiff and class members with accurate
17 wage statements and failing to maintain accurate payroll
18 records in violation of California Labor Code sections 226(a),
19 1174(d), 1198, and the applicable IWC Order, as alleged
20 herein;

21 (f) Failing timely to pay all earned wages to Plaintiff and class
22 members in violation of California Labor Code section 204
23 and the applicable IWC Order, as alleged herein;

24 (g) Collecting or receiving wages already paid from Plaintiff and
25 class members in violation of California Labor Code sections
26 221 and 224, as set forth below;

27 (h) Failing to pay Plaintiff and class members the costs of
28 mandatory physical examinations and/or drug testing in

1 violation of California Labor Code section 222.5, as set forth
2 below; and

- 3 (i) Failing to reimburse Plaintiff and class members for all
4 business expenses necessarily incurred in violation of
5 California Labor Code sections 2802, as alleged herein.

6 134. At all times relevant herein, California Labor Code section 221
7 provides that it shall be unlawful for any employer to collect or receive from an
8 employee any part of wages theretofore paid by said employer to said employee.
9 California Labor Code section 224 also provides in pertinent part that it is lawful
10 to withhold a portion of the employee's wages if "a deduction is expressly
11 authorized in writing by the employee."

12 135. During the relevant time period, Defendants unlawfully deducted a
13 portion of wages previously paid to Plaintiff and class members in violation of
14 California Labor Code section 221. Defendants would deduct \$8 per meal ticket
15 from Plaintiff and class members' paychecks, but Plaintiff and class members
16 did not expressly consent to and authorize the deductions. For example,
17 Defendants deducted \$8 from Plaintiff's paycheck for a meal ticket that she did
18 not authorize, and Defendants' management refused to refund that amount when
19 Plaintiff brought it to their attention. Thus, Defendants' policy of deducting the
20 cost of meals from Plaintiff's and class members' wages without their written
21 authorization constitutes an unlawful deduction of wages in violation of
22 California Labor Code sections 221 and 224.

23 136. At all relevant times herein, California Labor Code section 222.5
24 requires employers to pay for the costs an employee incurs for obtaining any
25 medical or physical examination taken.

26 137. At all times relevant herein, Defendants implemented, on a
27 company-wide basis, an employer-imposed requirement that Plaintiff and class
28 members undergo mandatory physical examinations, tuberculin (TB) testing,

1 and/or drug testing, but required them to do so at their own expense. As stated,
2 Defendants had a company-wide policy requiring that all employees, including
3 Plaintiff and class members, travel to an authorized medical clinic on their own
4 time and using their own personal vehicles to undergo physical examinations, TB
5 testing, and/or drug testing. Defendants also required Plaintiff and class
6 members to make a second trip to the medical facility to obtain their TB test
7 results. At all times, Defendants were in control of scheduling the date and time
8 for the examinations and/or testing, selecting the provider/clinic where the
9 examinations and/or testing were to take place, and determining the scope of the
10 examinations and/or testing.

11 138. During the relevant time period, Plaintiff was instructed by
12 Defendants to travel to Defendants' designated medical clinic and obtain a
13 physical examination, drug testing, and TB testing. Plaintiff followed
14 Defendants' instructions, traveled to the medical clinic authorized by Defendants
15 in Thousand Oaks, California, and underwent the physical examination, drug
16 testing, and TB testing. Plaintiff drove approximately 50 miles roundtrip (for
17 approximately one (1) hour) to and from the medical clinic designated by
18 Defendants, and then spent a few hours waiting at the medical clinic and
19 undergoing the requisite treatment and testing. Plaintiff also made a second trip
20 to the same medical clinic 72 hours later to obtain her TB test results, pursuant to
21 Defendants' instructions.

22 139. However, Defendants did not compensate Plaintiff and class
23 members for the time they spent traveling to and from the medical clinics, for the
24 time they spent undergoing the physical examinations, TB testing, and/or drug
25 testing, or reimburse them for the travel expenses they incurred getting to and
26 from the medical clinics. Defendants' policy and/or not paying for all costs
27 Plaintiff and class members incurred obtaining mandatory physical
28 examinations, TB testing, and/or drug testing is in violation of California Labor

1 Code section 222.5.

2 140. As a result of the violations of California law herein described,
3 Defendants unlawfully gained an unfair advantage over other businesses.
4 Plaintiff and class members have suffered pecuniary loss by Defendants'
5 unlawful business acts and practices alleged herein.

6 141. Pursuant to California Business & Professions Code sections 17200
7 *et seq.*, Plaintiff and class members are entitled to restitution of the wages
8 withheld and retained by Defendants during a period that commences four years
9 prior to the filing of this complaint; a permanent injunction requiring Defendants
10 to pay all outstanding wages due to Plaintiff and class members; and an award of
11 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5
12 and other applicable laws; and an award of costs.

13 **ELEVENTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code §§ 17200, *et seq.* –** 15 **Unfair Business Practices** 16 **(Against all Defendants)**

17 142. Plaintiff incorporates by reference and re-alleges as if fully stated
18 herein each and every allegation set forth above.

19 143. Defendants are "persons" as defined by California Business &
20 Professions Code sections 17201, as they are corporations, firms, partnerships,
21 joint stock companies, and/or associations.

22 144. Defendants' conduct, as alleged herein, has been, and continues to
23 be, unfair, and harmful to Plaintiff, class members, and to the general public.
24 Plaintiff has suffered injury in fact and has lost money as a result of Defendants'
25 unfair business practices. Plaintiff seeks to enforce important rights affecting the
26 public interest within the meaning of Code of Civil Procedure section 1021.5.

27 145. Defendants' activities, namely Defendants' company-wide practice
28 and/or policy of not paying Plaintiff and class members all meal and rest period

1 premium wages due to them under Labor Code section 226.7, deprived Plaintiff
2 and class members of the compensation guarantee and enhanced enforcement
3 implemented by section 226.7. The statutory remedy provided by section 226.7
4 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and
5 secondarily to shape employer conduct. *Safeway, Inc. v. Superior Court*, 238
6 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
7 guaranteed to Plaintiff and class members as part of their employment with
8 Defendants, and thus Defendants’ practice and/or policy of denying these
9 statutory benefits constitutes an unfair business practice in violation of California
10 Business & Professions Code sections 17200, *et seq.* (Id.)

11 146. A violation of California Business & Professions Code sections
12 17200, *et seq.* may be predicated on any unfair business practice. In the instant
13 case, Defendants’ policies and practices have violated the spirit of California’s
14 meal and rest period laws and constitute acts against the public policy behind
15 these laws.

16 147. Pursuant to California Business & Professions Code sections 17200
17 *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide
18 loss of the statutory benefits implemented by section 226.7 withheld and retained
19 by Defendants during a period that commences four years prior to the filing of
20 this complaint; a permanent injunction requiring Defendants to pay all statutory
21 benefits implemented by section 226.7 due to Plaintiff and class members; an
22 award of attorneys’ fees pursuant to California Code of Civil Procedure section
23 1021.5 and other applicable laws; and an award of costs.

24 **REQUEST FOR JURY TRIAL**

25 Plaintiff requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 Plaintiff, on behalf of all others similarly situated, prays for relief and
28 judgment against Defendants, jointly and severally, as follows:

1 1. For damages, unpaid wages, penalties, injunctive relief, and
2 attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of
3 interest and costs. Plaintiff reserves the right to amend her prayer for relief to
4 seek a different amount.

5 **Class Certification**

6 2. That this case be certified as a class action;

7 3. That Plaintiff be appointed as the representative of the Class and
8 Subclass;

9 4. That counsel for Plaintiff be appointed as class counsel.

10 **As to the First Cause of Action**

11 5. That the Court declare, adjudge, and decree that Defendants violated
12 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders
13 by willfully failing to pay all overtime wages due to Plaintiff and class members;

14 6. For general unpaid wages at overtime wage rates and such general
15 and special damages as may be appropriate;

16 7. For pre-judgment interest on any unpaid overtime compensation
17 commencing from the date such amounts were due, or as otherwise provided by
18 law;

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

21 9. For such other and further relief as the Court may deem equitable
22 and appropriate.

23 **As to the Second Cause of Action**

24 10. That the Court declare, adjudge and decree that Defendants violated
25 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by
26 willfully failing to pay minimum wages to Plaintiff and class members;

27 11. For general unpaid wages and such general and special damages as
28 may be appropriate;

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

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

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

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

As to the Third Cause of Action

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

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

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

19. For premiums pursuant to California Labor Code section 226.7(b);

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage

1 Orders by willfully failing to authorize and permit Plaintiff and class members to
2 take all rest periods;

3 24. That the Court make an award to the Plaintiff and class members of
4 one (l) hour of pay at each employee's regular rate of pay for each workday that
5 a rest period was not authorized and permitted;

6 25. For all actual, consequential, and incidental losses and damages,
7 according to proof;

8 26. For premiums pursuant to California Labor Code section 226.7(b);

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

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

13 29. For such other and further relief as the Court may deem equitable
14 and appropriate.

15 **As to the Fifth Cause of Action**

16 30. That the Court declare, adjudge and decree that Defendants violated
17 the recordkeeping provisions of California Labor Code section 226(a) and
18 applicable IWC Wage Orders as to Plaintiff and Subclass members, and willfully
19 failed to provide accurate itemized wage statements thereto;

20 31. For all actual, consequential, and incidental losses and damages,
21 according to proof;

22 32. For injunctive relief pursuant to California Labor Code section
23 226(h);

24 33. For statutory penalties pursuant to California Labor Code section
25 226(e);

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

28 35. For such other and further relief as the Court may deem equitable

1 and appropriate.

2 **As to the Sixth Cause of Action**

3 36. That the Court declare, adjudge and decree that Defendants violated
4 California Labor Code sections 201 and 202 by willfully failing to pay overtime
5 wages, minimum wages, and/or meal and rest period premiums, owed at the time
6 of termination of the employment of Plaintiff and other terminated class
7 members;

8 37. For all actual, consequential and incidental losses and damages,
9 according to proof;

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

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

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

16 41. For such other and further relief as the Court may deem equitable
17 and appropriate.

18 **As to the Seventh Cause of Action**

19 42. That the Court declare, adjudge and decree that Defendants violated
20 California Labor Code section 204 by willfully failing to timely pay Plaintiff and
21 class members overtime wages, minimum wages, and/or meal and rest period
22 premiums, during their employment;

23 43. For all actual, consequential and incidental losses and damages,
24 according to proof;

25 44. For statutory penalties according to proof pursuant to California
26 Labor Code section 210;

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

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

3 47. For such other and further relief as the Court may deem equitable
4 and appropriate.

5 **As to the Eighth Cause of Action**

6 48. That the Court declare, adjudge and decree that Defendants violated
7 California Labor Code section 2802 by willfully failing to reimburse and/or
8 indemnify all business-related expenses and costs incurred by Plaintiff and class
9 members;

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

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

14 51. For all actual, consequential, and incidental losses and damages,
15 according to proof;

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

18 53. For such other and further relief as the Court may deem equitable
19 and appropriate.

20 **As to the Ninth Cause of Action**

21 54. That the Court declare, adjudge and decree that Defendants violated
22 the following California Labor Code provisions as to Plaintiff and/or other
23 aggrieved employees: 510 and 1198 (by failing to pay all overtime
24 compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least
25 minimum wages for all hours worked); 226.7, 512, 516, and 1198 (by failing to
26 provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
27 permit all rest periods); 226(a), 1174(d) and 1198 (by failing to provide accurate
28 wage statements and maintain accurate payroll records); 201, 202, and 203 (by

1 failing timely to pay all earned wages upon termination); 204 (by failing timely
 2 to pay all earned wages during employment); 221 and 224 (by collecting and/or
 3 receiving wages already paid); 222.5 (by failing to pay for costs of mandatory
 4 physical examinations and/or drug testing); and 2802 (by failing to reimburse
 5 business expenses);

6 55. For civil penalties pursuant to California Labor Code sections 210,
 7 225.5, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations
 8 of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224, 226(a),
 9 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

10 56. For attorneys' fees and costs pursuant to California Labor Code
 11 section 2699(g)(1), and any and all other relevant statutes, for Defendant's
 12 violations of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224,
 13 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and
 14 2802;

15 57. For pre-judgment and post-judgment interest as provided by law;
 16 and

17 58. For such other and further relief as the Court may deem equitable
 18 and appropriate.

19 **As to the Tenth Cause of Action**

20 59. That the Court declare, adjudge and decree that Defendants' conduct
 21 of failing to provide Plaintiff and class members all overtime wages due to them,
 22 failing to provide Plaintiff and class members all minimum wages due to them,
 23 failing to provide Plaintiff and class members all meal periods, failing to
 24 authorize and permit Plaintiff and class members to take all rest periods, failing
 25 to provide Plaintiff and class members accurate and complete wage statements,
 26 failing to maintain accurate payroll records for Plaintiff and class members,
 27 failing timely to pay Plaintiff and class members all earned wages during
 28 employment, unlawfully deducting a portion of wages previously paid, failing to

1 reimburse Plaintiff and class members for the costs of physical examinations
2 and/or drug testing, and failing to reimburse Plaintiff and class members for
3 business-related expenses, constitutes an unlawful business practice in violation
4 of California Business and Professions Code sections 17200, *et seq.*;

5 60. For restitution of unpaid wages to Plaintiff and all class members
6 and prejudgment interest from the day such amounts were due and payable;

7 61. For the appointment of a receiver to receive, manage and distribute
8 any and all funds disgorged from Defendants and determined to have been
9 wrongfully acquired by Defendants as a result of violations of California
10 Business & Professions Code sections 17200 *et seq.*;

11 62. For reasonable attorneys' fees and costs of suit incurred herein
12 pursuant to California Code of Civil Procedure section 1021.5; and

13 63. For such other and further relief as the Court may deem equitable
14 and appropriate.

15 **As to the Eleventh Cause of Action**

16 64. That the Court declare, adjudge and decree that Defendants' conduct
17 of denying Plaintiff and class members the statutory benefits guaranteed under
18 section 226.7 constitutes an unfair business practice in violation of California
19 Business and Professions Code sections 17200, *et seq.*;

20 65. For restitution of the statutory benefits under section 226.7 unfairly
21 withheld from Plaintiff and class members and prejudgment interest from the day
22 such amounts were due and payable;

23 66. For the appointment of a receiver to receive, manage and distribute
24 any and all funds disgorged from Defendants and determined to have been
25 wrongfully acquired by Defendants as a result of violations of California
26 Business & Professions Code sections 17200 *et seq.*;

27 67. For reasonable attorneys' fees and costs of suit incurred herein
28 pursuant to California Code of Civil Procedure section 1021.5;

1 68. For pre-judgment and post-judgment interest as provided by law;
2 and

3 69. For such other and further relief as the Court may deem equitable
4 and appropriate.

5

6 Dated: July 17, 2020

Respectfully submitted,

7

Capstone Law APC

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By: /s/ Bevin Allen Pike

10

Bevin Allen Pike

Orlando Villalba

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Joseph Hakakian

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Attorneys for Plaintiff Fatima Goodarzi

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28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Greene@capstonelawyers.com

May 4, 2020

VIA U.S. CERTIFIED MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Subject: LWDA-CM-785353-20 - Filing Fee for 05.04.20 Notice
Fatima Goodarzi v. Belmont Village, L.P., et al.

To Whom It May Concern:

On May 4, 2020, our office submitted a written PAGA Claim Notice via online submission to the Labor and Workforce Development Agency's PAGA Filing portal located at <https://dir.tfaforms.net/266>. Enclosed please find the filing fee, Check No. 7311, for the LWDA Notice with the subject line "Fatima Goodarzi v. Belmont Village, L.P., et al."

Also enclosed is a copy of the LWDA Notice for reference. Please contact me if you have any questions. You can reach me on my direct line at (310) 556-4165.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Greene".

Jamie R. Greene

Enclosures (2)

BANK OF AMERICA, NA
11-035/1210

7311

Capstone Law
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

03/13/2020

PAY TO THE
ORDER OF LWDA

\$ **75.00

Seventy-five and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

LWDA
Dept. of Industrial Relations, Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

MEMO Fatima Goodarzi v. Belmont Village L.P., et al.

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Capstone Law APC

7311

03/13/2020

LWDA Fatima Goodarzi v. Belmont Village L.P., et al.

75.00

Operating Account

75.00



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Greene@capstonelawyers.com

May 4, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Fatima Goodarzi v. Belmont Village, L.P., et al.*

Dear PAGA Administrator:

This office represents Fatima Goodarzi in connection with her claims under the California Labor Code. Ms. Goodarzi was an employee of BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE BERKELEY, LLC; and/or BELMONT VILLAGE THOUSAND OAKS CA LP. For the purpose of this letter, Ms. Goodarzi collectively refers to these entities as "BELMONT."

The employers may be contacted directly at the address below:

BELMONT VILLAGE, L.P.
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE ALISO VIEJO CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE BERKELEY, LLC
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE THOUSAND OAKS CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

Ms. Goodarzi intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Goodarzi seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BELMONT in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BELMONT employed Ms. Goodarzi as a non-exempt, hourly paid Personal Assistant Liaison from approximately May 2019 to February 2020. Ms. Goodarzi worked for BELMONT at its senior assisted living facility located in Calabasas, California. During her employment, Ms. Goodarzi typically worked 12-16 hours per day, six (6) days per week. At the time her employment ended,

Ms. Goodarzi was compensated approximately \$14.75 per hour. Ms. Goodarzi's primary job duties included, without limitation, performing resident wellness checks, bathing and dressing residents, performing housekeeping duties for residents, and delivering meals to residents.

BELMONT has committed one or more of the following Labor Code violations against Ms. Goodarzi, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

BELMONT's Company-Wide and Uniform Payroll and HR Practices

BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE THOUSAND OAKS CA LP; and BELMONT VILLAGE BERKELEY, LLC are Delaware limited partnerships and a Delaware limited liability company, respectively, which own and operate senior assisted living facilities in multiple states, including Arizona, California, Georgia, Illinois, Tennessee, and Texas. Within the state of California, BELMONT has a total of thirteen senior assisted living facilities, with locations in Albany, Aliso Viejo, Burbank, Calabasas, Cardiff by the Sea, Los Angeles, Rancho Palos Verdes, San Diego, San Jose, Sherman Oaks, Sunnyvale, and Thousand Oaks, California. Upon information and belief, BELMONT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Houston, Texas, for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. At all relevant times, BELMONT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Goodarzi and other aggrieved employees, regardless of their location or position.

Upon information and belief, BELMONT maintains a centralized Payroll department at its corporate headquarters in Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. Further, BELMONT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Goodarzi and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BELMONT utilized the same methods and formulas when calculating wages due to Ms. Goodarzi and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required

¹ These facts, theories, and claims are based on Ms. Goodarzi's experience and counsel's review of those records currently available relating to Ms. Goodarzi's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Goodarzi reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BELMONT willfully failed to pay all overtime wages owed to Ms. Goodarzi and other aggrieved employees. During the relevant time period, Ms. Goodarzi and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BELMONT had, and continues to have, a company-wide policy and/or practice of understaffing its assisted living facilities, and on information and belief, utilizing labor budgets that led to far too few employees being staffed to provide care to the number of residents. Due to BELMONT's understaffing of its assisted living facilities, Ms. Goodarzi and other aggrieved employees were left without meal period coverage to take compliant meal periods. Instead, Ms. Goodarzi and other aggrieved employees were required to continue performing their caregiving duties during meal periods, suffered interruptions to their meal periods, and/or had their meal periods cut short when they were needed to return to caring for residents. For example, Ms. Goodarzi had her meal periods cut short and interrupted by BELMONT's supervisors who would instruct her to return to work before her 30-minute meal period ended or ask her care-related questions during her unpaid meal periods. Ms. Goodarzi also missed her meal periods altogether due to BELMONT's understaffing of the assisted living facility. Other aggrieved employees similarly suffered interruptions to their meal periods and had their meal periods cut short for the same reasons. Thus, Ms. Goodarzi and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads. BELMONT did not pay Ms. Goodarzi and other aggrieved employees for the time they continued to perform tasks during meal periods.

Second, BELMONT also had a company-wide policy and/or practice of requiring Ms. Goodarzi and other aggrieved employees to carry communication devices at all times during their shifts and respond to any calls during their shifts. BELMONT required that Ms. Goodarzi and other aggrieved employees be available via the devices at all times, including during their unpaid meal periods. For example, Ms. Goodarzi would have her meal periods interrupted by supervisors who would contact her via the device to ask her questions about work-related matters. BELMONT knew or should have known that Ms. Goodarzi and other aggrieved employees were being made to communicate with their supervisors while off-the-clock in order to meet BELMONT's expectations, but failed to compensate them for this off-the-clock work. And, although BELMONT's supervisors would contact Ms. Goodarzi while she was clocked out for her meal periods to discuss work-related matters, BELMONT failed to pay her for this time.

Third, BELMONT, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Ms. Goodarzi and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of these policies and/or practices, Ms. Goodarzi and other aggrieved employees were required to work through and/or to return early from meal periods, in order to complete their assigned tasks. Further, BELMONT had a company-wide practice and/or policy of discouraging employees from accruing meal period penalties and pressuring them to clock out for meal periods regardless of whether they had received a compliant meal period or not, to limit meal penalties that BELMONT would otherwise owe to Ms. Goodarzi and other aggrieved employees. BELMONT also engaged in a company-wide practice and/or policy of adjusting

employee time meal period records to reflect compliant meal periods. Thus, Ms. Goodarzi and other aggrieved employees performed work during meal periods for which they were not paid.

BELMONT knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Goodarzi and other aggrieved employees were performing their assigned duties during their meal periods, and were suffered or permitted to perform work for which they were not paid. BELMONT also knew, or should have known, that it did not compensate Ms. Goodarzi and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Goodarzi and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Goodarzi and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. BELMONT's failure to pay Ms. Goodarzi and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, BELMONT did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, BELMONT paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BELMONT failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BELMONT failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, BELMONT paid other aggrieved employees nondiscretionary bonuses or incentive pay for receiving recognition from other employees. During pay periods that other aggrieved employees were paid overtime wages, BELMONT failed to incorporate the nondiscretionary bonus and/or incentive pay into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BELMONT paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BELMONT's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime and double time wages to other aggrieved employees on a company-wide basis.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As set forth above, due to BELMONT's policy and/or practice of understaffing its assisted living facilities relative to the number of residents requiring care, requiring Ms. Goodarzi and other aggrieved employees to respond to communication devices at all times, and failing to schedule meal periods, Ms. Goodarzi and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Further, BELMONT maintained and implemented a company-wide policy of requiring all employees to travel to a medical clinic on their own time and using their own personal vehicles to undergo mandatory physical examinations, tuberculin (TB) testing, and/or drug testing, upon hiring and periodically thereafter. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics or for the time they spent undergoing physical examinations, TB testing, and/or drug testing. At all times, BELMONT was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or clinic where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, BELMONT gave Ms. Goodarzi strict instructions to obtain a physical examination, TB test, and drug test and Ms. Goodarzi underwent the examination and testing for the sole benefit of BELMONT. Ms. Goodarzi followed BELMONT's instructions and traveled to and from the medical clinic authorized by BELMONT, and spent a few hours waiting at the medical clinic and undergoing the requisite treatment and/or testing. Ms. Goodarzi was further instructed to return to the medical clinic to obtain her TB test results, which she did 72 hours after taking the TB test pursuant to BELMONT's instructions. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and undergoing the mandatory physical examinations, TB testing, and/or drug testing and obtaining their TB test results.

Moreover, BELMONT maintained and implemented a company-wide policy of requiring all employees to undergo fingerprint-based background checks upon hiring. This required employees to travel to a Live Scan Provider or Operator on their own time and using their own personal vehicles, to undergo fingerprinting. For example, Ms. Goodarzi spent one (1) hour traveling to and from a Live Scan Provider in Thousand Oaks, California, and another 35-45 minutes waiting and undergoing the fingerprinting. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the Live Scan Providers or Operators or for the time they spent undergoing their fingerprinting.

Thus, BELMONT did not pay minimum wages for all hours worked by Ms. Goodarzi and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BELMONT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, BELMONT regularly failed to pay at least minimum wages to Ms. Goodarzi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

First, during the relevant period, as stated, BELMONT's company-wide policies and/or practices of understaffing its assisted living facilities due to the usage of labor budgets, lack of adequate meal period coverage, and failure to schedule meal periods prevented Ms. Goodarzi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Goodarzi and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, during her employment, Ms. Goodarzi would start her meal periods late due to the heavy workload and lack of coverage, would have her meal periods interrupted by her supervisors wanting to discuss work-related matters, and would have her meal periods cut short due to perform her caregiving duties for residents.

Second, as stated, BELMONT's uniform policy and/or practice requiring that Ms. Goodarzi and other aggrieved employees keep a communication device on their person while on-site and respond to any calls at all times discouraged and impeded Ms. Goodarzi and other aggrieved employees from taking full, uninterrupted meal periods to which they were entitled. For example, Ms. Goodarzi's supervisors would contact her through the communication devices to ask her questions about work-related issues.

Third, on information and belief, because BELMONT frowned upon employees accruing meal period penalties, BELMONT's management would adjust Ms. Goodarzi's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by BELMONT. However, Ms. Goodarzi and other aggrieved employees worked through meal periods or had their meal periods interrupted, because there were not enough employees on duty to handle the workload.

Fourth, during the relevant time period, Ms. Goodarzi and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Ms. Goodarzi missed her second meal period when she worked shifts in excess of ten (10) hours. Ms. Goodarzi and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, BELMONT knew or should have known that, as a result of these policies, Ms. Goodarzi and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BELMONT further knew or should have known that it did not pay Ms. Goodarzi and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted, because BELMONT adjusted employee time records to reflect compliant meal periods, even if none were taken.

BELMONT also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that BELMONT did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, BELMONT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Goodarzi and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BELMONT regularly failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BELMONT's company-wide practices,

including assigning heavy workloads and understaffing its assisted living facilities, prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, BELMONT failed to schedule rest periods, which, coupled with BELMONT's failure to provide adequate rest period coverage, further led to Ms. Goodarzi and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, during the relevant time period, BELMONT maintained implemented a company-wide on-premises rest period policy, which mandated that Ms. Goodarzi and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, BELMONT's company-wide on-premises rest period policy prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of BELMONT's practices and policies, Ms. Goodarzi and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Ms. Goodarzi missed her rest periods or had them cut short or interrupted, due to BELMONT's policy of assigning heavy workloads and failing to provide sufficient coverage. BELMONT failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

BELMONT also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BELMONT did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate other aggrieved employees' regular rates of pay by including all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, BELMONT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Goodarzi and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BELMONT has not provided Ms. Goodarzi and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a

subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BELMONT has knowingly and intentionally provided Ms. Goodarzi and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BELMONT issued uniform wage statements to Ms. Goodarzi and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, BELMONT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because BELMONT did not record the time Ms. Goodarzi and other aggrieved employees spent working off-the-clock and deducted time from Ms. Goodarzi's and other aggrieved employees' records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BELMONT did not list the correct amount of gross wages and net wages earned by Ms. Goodarzi and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, BELMONT failed to accurately list the total number of the hours worked by Ms. Goodarzi and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because BELMONT did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, BELMONT did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). BELMONT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list 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; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, 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..." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BELMONT willfully failed to maintain accurate payroll records for Ms. Goodarzi and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, BELMONT engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Goodarzi and other aggrieved employees. Also, as stated, BELMONT engaged in a company-wide practice and/or policy of falsifying Ms. Goodarzi’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Goodarzi and other aggrieved employees. Furthermore, in light of BELMONT’s failure to provide Ms. Goodarzi and other aggrieved employees with second 30-minute meal periods to which they were entitled, BELMONT kept no records of meal start and end times for second meal periods.

Because BELMONT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Goodarzi and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Goodarzi and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BELMONT failed to pay Ms. Goodarzi and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, BELMONT had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, BELMONT terminated Ms. Goodarzi in person on February 13, 2020, but failed to tender her final pay to her at that time. Instead, BELMONT did not tender Ms. Goodarzi her final wages until approximately 10 days later. Thus, BELMONT failed to pay Ms. Goodarzi her final wages at the time of termination, in violation of Labor Code section 201.

In addition, BELMONT willfully failed to pay Ms. Goodarzi and other aggrieved employees who are no longer employed by BELMONT all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving BELMONT's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 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. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, BELMONT unlawfully deducted a portion of wages previously paid to Ms. Goodarzi and other aggrieved employees, in violation of California Labor Code section 221. BELMONT would deduct \$8.00 per meal ticket from Ms. Goodarzi's and other aggrieved employees' paychecks, but Ms. Goodarzi and other aggrieved employees did not expressly consent to and authorize the deductions. For example, BELMONT deducted \$8.00 from Ms. Goodarzi's paycheck for a meal ticket that she did not authorize in writing, and BELMONT's management refused to refund that amount when Ms. Goodarzi brought it to their attention. Thus, BELMONT's policy of deducting the cost of meals from Ms. Goodarzi's and other aggrieved employees' wages without their written authorization constitutes an unlawful deduction of wages in violation of California Labor Code sections 221 and 224.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

At all times relevant herein, BELMONT implemented, on a company-wide basis, an employer-imposed requirement that Ms. Goodarzi and other aggrieved employees undergo a mandatory physical examinations, TB testing, and/or drug testing, but required them to do so at their own expense. As stated, BELMONT had a company-wide policy requiring that all employees, including Ms. Goodarzi and other aggrieved employees, travel to an authorized medical clinic on their own time and using their own personal vehicles to undergo physical examinations, TB testing, and/or drug testing. BELMONT also required Ms. Goodarzi and other aggrieved employees to make a second trip to the medical facility to obtain their TB test results. At all times, BELMONT were in control of scheduling the date and time for the examinations and/or testing, selecting the provider/clinic where the examinations and/or testing were to take place, and determining the scope of the examinations and/or testing.

For example, Ms. Goodarzi was instructed by BELMONT to travel to BELMONT's designated medical clinic and obtain a physical examination, drug testing, and TB testing. Ms. Goodarzi followed BELMONT's instructions, traveled to the medical clinic authorized by BELMONT, and underwent the physical examination, drug testing, and TB testing. Ms. Goodarzi was required to travel to and from the medical clinic selected by BELMONT using her own vehicle. Ms. Goodarzi followed BELMONT's instructions and drove approximately 50 miles roundtrip to and from the medical clinic designated by BELMONT, and then spent a few hours waiting at the medical clinic and undergoing the requisite treatment and testing. Ms. Goodarzi also made a second trip to the same medical clinic 72 hours later to obtain her TB test results, pursuant to BELMONT's instructions.

However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics, for the time they spent undergoing the physical examinations, TB testing, and/or drug testing, or reimburse them for the travel expenses they incurred getting to and from the medical clinics. BELMONT's policy and/or not paying for all costs Ms. Goodarzi and other aggrieved employees incurred obtaining mandatory physical examinations, TB testing, and/or drug testing is in violation of California Labor Code section 222.5.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2)

times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, BELMONT had a company-wide policy of requiring Ms. Goodarzi and other aggrieved employees to travel in their own personal vehicles to obtain mandatory physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, but did not reimburse them for their travel expenses, including mileage. For example, Ms. Goodarzi followed BELMONT’s instructions, traveled approximately 50 miles roundtrip using her personal vehicle, and underwent BELMONT’s mandatory physical exam, drug and TB testing, but was not reimbursed for her mileage to and from the medical clinic. BELMONT also required Ms. Goodarzi to make a second trip using her own vehicle to return to the medical clinic 72 hours later and obtain her TB test results. As a further example, Ms. Goodarzi was also required to travel approximately 50 miles roundtrip using her personal vehicle to obtain her mandatory fingerprint-based background check from a Live Scan provider. Although BELMONT required Ms. Goodarzi and other aggrieved employees to undergo physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, BELMONT never reimbursed them for their travel expenses.

In addition, on a company-wide basis, BELMONT failed to provide Ms. Goodarzi and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. During the relevant time period, BELMONT had a company-wide written policy of requiring Ms. Goodarzi and other aggrieved employees to “present our best image at all times in our communities” upon threat of being sent home or disciplined, which forced Ms. Goodarzi and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. For example, BELMONT required Ms. Goodarzi and other aggrieved employees to wear green t-shirts bearing the “Belmont Village” logo in the upper right side, but only issued Ms. Goodarzi and other aggrieved employees two (2) of the required t-shirts. Ms. Goodarzi typically worked six days per week, and was therefore constantly doing laundry because two (2) shirts could not get her through the workweek. As a result, Ms. Goodarzi and other aggrieved employees incurred additional laundry expenses in order to report to work in BELMONT’s uniforms.

BELMONT could have provided Ms. Goodarzi and other aggrieved employees with the actual tools for use on the job, such as company vehicles or other paid transportation to be used for fulfilling work-related tasks, an adequate number of uniforms, or provided laundering services. Or, BELMONT could have reimbursed employees for the costs of their travel expenses, mileage, and uniform laundering expenses. Instead, BELMONT passed these operating costs off onto Ms. Goodarzi and other aggrieved employees. At all relevant times, Ms. Goodarzi did not earn at least two (2) times the minimum wage.

Thus, BELMONT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny 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 . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” BELMONT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Goodarzi’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Goodarzi seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Goodarzi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BELMONT for violations of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Goodarzi seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



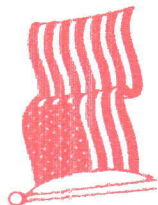
Jamie R. Greene

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Stipulation

[2:20-cv-04827-GW-AS Fatima Goodarzi v. Belmont Village, L.P. et al](#)

ACCO,(ASx),DISCOVERY,MANADR

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Notice of Electronic Filing

The following transaction was entered by Pike, Bevin on 7/17/2020 at 2:15 PM PDT and filed on 7/17/2020

Case Name: Fatima Goodarzi v. Belmont Village, L.P. et al

Case Number: [2:20-cv-04827-GW-AS](#)

Filer: Fatima Goodarzi

Document Number: [13](#)

Docket Text:

First STIPULATION to AMEND Complaint - (Discovery), filed by Plaintiff Fatima Goodarzi. (Attachments: # (1) Exhibit FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ., # (2) Proposed Order [PROPOSED] ORDER ALLOWING PLAINTIFF TO FILE FIRST AMENDED COMPLAINT)(Pike, Bevin)

2:20-cv-04827-GW-AS Notice has been electronically mailed to:

Bevin Elaine Allen Pike bevin.pike@capstonelawyers.com, sandy.acevedo@capstonelawyers.com, xochitl.tapia@capstonelawyers.com

Derek S Sachs derek.sachs@lewisbrisbois.com, koreen.janus@lewisbrisbois.com

Jeffrey Scott Ranen jeffrey.ranen@lewisbrisbois.com, Alexandra.Martinez@lewisbrisbois.com

Joseph Hakakian joseph.hakakian@capstonelawyers.com

Kelley Marie Blasa Fox kelley.fox@lewisbrisbois.com, Alexandra.Martinez@lewisbrisbois.com

Orlando Villalba orlando.villalba@capstonelawyers.com

2:20-cv-04827-GW-AS Notice has been delivered by First Class U. S. Mail or by other means **BY THE FILER** to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\2020 07-17 PLD-STP Stip to file FAC (Final).pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=7/17/2020] [FileNumber=30177649-0]
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5a8c24a78c2c01962ee83398c3211a5ca2e6109f5f58affe228c10436963e]]

Document description:Exhibit FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET

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