

Rolando J. Gutierrez, Esq. (SBN: 276230)
rgutierrez@brownwhitelaw.com

Nicholas L. Ramirez, Esq. (SBN: 337942)
nramirez@brownwhitelaw.com

BROWN WHITE & OSBORN LLP
333 South Hope Street, 40th Floor
Los Angeles, California 90017
Tel: (213) 613-0500 | Fax: (213) 613-0550

Richard Kim, Esq. (SBN: 272184)
rkim@richkimlaw.com

LAW OFFICES OF RICHARD KIM, PC
6131 Orangethorpe Ave., Suite 370
Buena Park, CA 90620-4929
Tel: (714) 276-1122 | Fax: (714) 276-1120

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CARRIE PRODROMIDES, an individual,

Plaintiffs,

v.

SHORELINE TREATMENT CENTER, INC., a
California Corporation; RACHEL LEVI, an
individual, and DOES 1 through 50, inclusive,

Defendants.

Class Action

Case No: 20STCV47287

Hon. Stuart M. Rice

Dept. 1

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

- (1) **Failure To Pay Overtime and Double Time Compensation [CAL. LAB. CODE §§ 510, 511, 1194, 1198, and 8 CAL. CODE REGS. § 11050(3), *et. seq.*]**
- (2) **Failure To Provide Meal Periods [CAL. LAB CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*]**
- (3) **Failure To Provide Rest Periods [CAL. LAB CODE §§ 226.7, and 8 CAL. CODE REGS. § 11050(12)]**
- (4) **Failure To Provide Accurate Itemized Wage Statements [CAL. LAB. CODE § 226]**
- (5) **Waiting Time Penalties [CAL. LAB. CODE § 201, 202, and 203]**
- (6) **Penalties Pursuant to the Private Attorney General Act ("PAGA") [CAL. LAB. CODE § 2699, *et. seq.*]**

(7) **Unfair Competition and Unlawful Business Practices** [CAL. BUS. & PROF. CODE § 17200, *et. seq.*]

(8) **Declaratory Relief** [CAL. CIV. PROC. § 1060]

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CARRIE PRODROMIDES (“Plaintiff”), and submits this unverified Second Amended Complaint (“SAC”) as follows:

I.

INTRODUCTION

1. Plaintiff brings this action on behalf of herself and on behalf of all those similarly situated for (1) Failure To Pay Overtime and Double Time Compensation, (2) Failure To Provide Meal Periods, (3) Failure To Provide Rest Periods, (4) Failure To Provide Accurate Itemized Wage Statements, (5) Waiting Time Penalties, (6) Penalties Pursuant to the Private Attorney General Act (“PAGA”), (7) Unfair Competition and Unlawful Business Practices, and (8) Declaratory Relief.

2. All allegations in this SAC are based upon information and belief, except for those allegations that pertain to Plaintiff named herein. Each allegation in this SAC either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to section 410.10 of the California Code of Civil Procedure.

4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the California Code of Civil Procedure because the facts and circumstances giving rise to this action as alleged herein occurred in the County of Los Angeles.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III.

THE PARTIES

A. The Plaintiff

5. Plaintiff CARRIE PRODROMIDES is, and at all times mentioned herein was, an individual:

- (a) Residing in the County of Los Angeles, State of California;
- (b) Who was a non-exempt employee of Defendants herein;
- (c) Who worked in excess of eight hours in a workday and more than forty hours in a workweek, but did not receive all of the overtime or double time compensation to which she is entitled;
- (d) Who did not receive uninterrupted rest periods or meal periods;
- (e) Who did not receive accurate itemized wage statements;
- (f) Who was not compensated all wages due; and
- (g) Who is a member of the Class as defined in paragraph 19 below.

B. The Defendants

6. Plaintiff is informed and believes, and based upon that information and belief hereby alleges, that Defendant SHORELINE TREATMENT CENTER, INC. (Entity Number C3062821) is, and at all times herein mentioned, was:

- (a) A California corporation conducting business within the health care industry in the State of California;
- (b) The former employer of Plaintiff, and the former and current employer of the Class, as defined in paragraph 19; and
- (c) The alter ego of Defendant RACHEL LEVI.

7. Plaintiff is informed and believes, and based upon that information and belief hereby alleges, that Defendant SHORELINE TREATMENT CENTER, LLC. (Entity Number 202036510177) is, and at all times herein mentioned, was:

- (a) A California limited liability company conducting business within the health care industry in the State of California;

- 1 (b) The former employer of Plaintiff, and the former and current employer of the
2 Class, as defined in paragraph 19; and
3 (c) The alter ego of Defendant RACHEL LEVI.

4 8. Plaintiff is informed and believes, and based upon that information and belief hereby
5 alleges, that Defendant RACHEL LEVI is, and at all times herein mentioned, was:

- 6 (a) An individual residing within the State of California, County of Los Angeles;
7 (b) Conducting business within the health care industry in the State of California;
8 (c) The former employer of Plaintiff, and the former and current employer of the
9 Class, as defined in paragraph 19:
10 (d) The principal owner and shareholder of Defendant SHORELINE
11 TREATMENT CENTER, INC;
12 (e) A member or manager of Defendant SHORELINE TREATMENT CENTER,
13 LLC; and
14 (f) The alter ego of Defendant SHORELINE TREATMENT CENTER, INC. and
15 Defendant SHORELINE TREATMENT CENTER, LLC.

16 9. Plaintiff is informed and believes, and based upon that information and belief hereby
17 alleges, that Defendant ODYSSEY BEHAVIORAL HEALTHCARE, LLC is, and at all times herein
18 mentioned, was:

- 19 (a) A foreign limited liability company conducting business within the health care
20 industry in the State of California;
21 (b) The former and current employer of the Class, as defined in paragraph 19; and
22 (c) A member of or manager of Defendant SHORELINE TREATMENT
23 CENTER, LLC.

24 10. Plaintiff is informed and believes, and thereupon alleges, that Defendant SHORELINE
25 TREATMENT CENTER, INC. converted into Defendant SHORELINE TREATMENT CENTER,
26 LLC, which was then acquired by Defendant ODYSSEY BEHAVIORAL HEALTHCARE, LLC. As
27 such, the doctrine of successor liability applies as to Defendant SHORELINE TREATMENT
28 CENTER, INC., Defendant SHORELINE TREATMENT CENTER, LLC, and Defendant ODYSSEY

1 BEHAVIORAL HEALTHCARE, LLC, because each successor entity is a mere continuation or
2 reincarnation of its respective predecessor.

3 11. The true names and capacities, whether individual, corporate, partnership, associate, or
4 otherwise of defendants DOES 1 through 50, inclusive, are unknown to the Plaintiff who therefore
5 sues these defendants by such fictitious names pursuant to section 474 of the California Code of Civil
6 Procedure. Plaintiff will seek leave to amend this SAC to allege that the defendants named herein,
7 including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the
8 events and happenings that proximately caused the injuries and damages hereinafter alleged.

9 12. Plaintiff is informed and believes, and based upon that information and belief alleges,
10 that the defendants named in this SAC, including DOES 1 through 50, inclusive, are, and at all times
11 mentioned herein were, the agents, servants, and/or employees of each of the other defendants and
12 that each defendant was acting within the course of scope of his, her, or its authority as the agent,
13 servant and/or employee of each of the other defendants. Consequently, all of the defendants are
14 jointly and severally liable to the Plaintiff and the putative Class for the damages sustained as a
15 proximate result of their conduct.

16 13. All Defendants, including DOES 1 through 50, are “employers” as defined by the
17 Industrial Welfare Commission because they satisfy one or more of the following three disjunctive
18 elements: “(a) to exercise control over the wages, hours or working conditions, or (b) to suffer or
19 permit to work, or (c) to engage, thereby creating a common law employment relationship.” See
20 *Martinez v. Combs* (2010) 49 Cal.4th 35, 64; see also, INDUSTRIAL WAGE ORDER No. 5-2001,
21 paragraph (2) (codified under 8 CAL. CODE REGS. § 11050(2)).

22 14. To the extent that any of the defendants, including DOES 1 through 50, are natural
23 persons who are an owner, director, officer, or managing agent of any of the corporate defendants
24 named herein, section 558.1(a) of the California Labor Code provides that:

25 Any employer or other person acting on behalf of an employer, who violates or
26 causes to be violated, any provision regulating minimum wage or hours and days in
27 any order of the Industrial Welfare Commission, or violates or causes to be violated
Sections 203, 226, 226.7, 1193.6, 1194, or 2902, may be held liable as the employer
for such violation.

28 15. Defendant SHORELINE TREATMENT CENTER, INC., Defendant SHORELINE

TREATMENT CENTER, LLC, and Defendant ODYSSEY BEHAVIORAL HEALTHCARE, LLC, along with DOES 1 through 50, are collectively referred to herein as the “Defendants.”

IV.

ALTER EGO ALLEGATIONS

16. Plaintiff is informed and believes, and based upon that information and belief alleges, that:

- (a) SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER, LLC, are, and at all relevant times were, mere shells without capital, assets, stock, stockholders, or members;
- (b) SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER, LLC, are, and at all relevant times were, the alter egos of Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, who is and was the controlling owner, shareholder, officer, director, and/or members of SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER LLC;
- (c) There is, and at all relevant times was, a unity of interest and/or ownership between all of these Defendants so that any individuality or separateness between them has ceased to exist in that SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER LLC were and are under their control and domination; and
- (d) SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER, LLC, are, and at all relevant times were, completely controlled, dominated, managed, and operated by Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, so that SHORELINE TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER, LL. were mere shells, instrumentalities, and/or conduits through which each of these Defendants conducted some or all of their business.

17. Plaintiff is informed and believes, thereupon alleges, that SHORELINE

1 TREATMENT CENTER, INC. and SHORELINE TREATMENT CENTER, LLC, are, and at all
2 relevant times were, insolvent and/or otherwise unable to satisfy any debts or liabilities, including a
3 monetary judgment that may be rendered against it in this action.

4 18. Adherence to the fiction of the separate existence of SHORELINE TREATMENT
5 CENTER, INC. or SHORELINE TREATMENT CENTER, LLC as entities distinct from Defendant
6 RACHEL LEVI would permit an abuse of the corporate privilege and sanction fraud or promote
7 injustice in that, among other things, it would enable each of these Defendants to avoid liability and
8 to defraud his, her, or its creditors, the effect of which would be to render each Defendant financially
9 unable to respond to a monetary judgment awarded against each or any of them in this action.

10 **V.**

11 **THE CLASS DEFINITION**

12 19. The members of the class (the “Class” or “Settlement Class”) consists of:

13 All current and former non-exempt employees who work or worked for Defendants
14 Shoreline Treatment Center, Inc., Shoreline Treatment Center, LLC, and/or
15 Odyssey Behavioral Healthcare, LLC within California at any time during the time-
period of December 10, 2016 through March 10, 2023, and includes Non-Release
Benefit Subclass and the Release Benefit Subclass

16 20. The Settlement Class consists of the following two subclasses:

17 (a) The “Release Benefit Subclass” includes all non-exempt
18 employees who worked for any of the Defendants during the Class
19 Period and who signed a Release Benefit Agreement or a Revised
20 Release Benefit Agreement releasing Defendants from the claims
raised in the Action or received payments for releasing Defendants
from the claims raised in the Action.

21 (b) The “Non-Release Benefit Subclass” includes all non-exempt
22 employees who worked for any of the Defendants during the Class
23 Period but did not sign a Release Benefit Agreement or a Revised
Release Benefit Agreement releasing Defendants from the claims
raised in the Action and did not receive compensation for releasing
Defendants from the claims raised in the Action.

24 **VI.**

25 **THE CLASS ALLEGATIONS**

26 21. The persons who comprise the Class are so numerous that joinder of all such persons is
27 impracticable, and the disposition of their claims will benefit the parties and the Court.

28 22. Plaintiff’s claims are typical of the claims of the Class that Plaintiff seeks to represent.

1 23. Plaintiff will fairly and adequately protect the interests of the Class that she seeks to
2 represent. Plaintiff does not have any interests that are antagonistic to the Class that she seeks to
3 represent. Counsel for Plaintiff are experienced, qualified, and generally able to conduct complex
4 class action litigation.

5 24. This Court should permit this action to be maintained as a class action pursuant to
6 section 382 of the California Code of Civil Procedure because:

- 7 (a) The questions of law and fact common to the Class predominate over any
8 question affecting only individual members;
- 9 (b) A class action is superior to any other available method for the fair and
10 efficient adjudication of the claims of the members of the Class;
- 11 (c) The members of the Class are so numerous that it is impractical to bring all
12 members of the Class before the Court;
- 13 (d) Plaintiff and the other Class members will not be able to obtain effective and
14 economic legal redress unless this action is maintained as a class action;
- 15 (e) There is a community of interest in obtaining appropriate legal and equitable
16 relief for the legal and statutory violations and other improprieties, and in
17 obtaining adequate compensation for the damages and injuries that Defendants'
18 actions have inflicted upon the Class;
- 19 (f) There is a community of interest in ensuring that the combined assets and
20 available insurance of Defendants is sufficient to adequately compensate the
21 members of the Class for the injuries sustained;
- 22 (g) Without class certification, the prosecution of separate actions by individual
23 members of the Class would create a risk of:
 - 24 i. Inconsistent or varying adjudications with respect to individual
25 members of the Class which would establish incompatible standards of
26 conduct for Defendants, and/or
 - 27 ii. Adjudications with respect to the individual members which would, as a
28 practical matter, be dispositive of the interests of other members not

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

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

VII.

FACTUAL ALLEGATIONS

25. Within four years preceding the initiation of this action and ongoing, Plaintiff and members of the Class were and/or are currently employed by Defendants as non-exempt employees.

26. Plaintiff is informed and believes, and thereupon alleges, that at all relevant times herein, Defendants conducted business, and continue conduct business, within the health care industry.

27. Plaintiff is informed and believes, and thereupon alleges that Defendants required her and members of the Class to work shifts exceeding eight (8) hours a day and/or forty (40) hours but failed to compensate them with overtime and/or double compensation for all time worked in excess of eight (8) hours in a workday and/or forty (40) hours in any given workweek.

28. In an attempt to circumvent the protections mandated under both the California Labor Code and applicable Industrial Wage Orders, Plaintiff is informed and believes, and thereupon alleges, that Defendants subjected and required certain members of the Class, including Plaintiff, to work shifts exceeding eight (8) hours a day and/or forty (40) hours a week without paying them overtime or double time compensation under the guise of a lawful alternative workweek schedule, when in fact and in law, Defendants' alternative workweek schedule was, and is still is, invalid, illegal, and unlawful. In addition, Plaintiff is further informed and believes, and thereupon further alleges, that Defendants required her and members of the class to work in excess of twelve (12) hours per day within a twenty-four (24) hour period.

29. Plaintiff is informed and believes, and thereupon alleges, that it was Defendants'

1 policy and practice to prohibit Plaintiff, and members of the Class, from having uninterrupted meal
2 and rest periods. For each occurrence of these rest and meal period violations, Defendants failed to
3 pay Plaintiff and members of the Class an hour premium payment at their regular rate of pay.

4 30. Plaintiff is further informed and believes, and thereupon further alleges, that it was
5 Defendants' policy and practice to prohibit Plaintiff, and members of the Class, from leaving the work
6 premises during the entirety of their work shifts. Despite this prohibition, Defendants failed to
7 provide Plaintiff and members of the Class with change rooms, resting facilities, or a suitable place
8 for eating.

9 31. Due to Defendants' failure to properly pay its employees for all hours worked,
10 including overtime compensation, double time compensation, and meal and rest break premiums, as a
11 derivative result Plaintiffs and members of the Class were not provided with accurate itemized wage
12 statements, nor were they paid all wages due upon termination. In addition, because the Plaintiffs and
13 members of the Class were not compensated for all hours worked, their paychecks did not, and do
14 not, accurately or correctly reflect all hours worked or the corresponding rates of pay.

15 VIII.

16 EXHAUSTION OF ADMINISTRATIVE REMEDIES

17 32. On May 29, 2020, Plaintiff electronically submitted written notice to the California
18 Labor and Workforce Development Agency (the "LWDA"), pursuant to the California Private
19 Attorney General Act of 2004 ("PAGA"), setting forth her contentions and claims on behalf of herself
20 and on behalf of all those similarly situated. Copies of this letter was also mailed to Defendant
21 SHORELINE TREATMENT CENTER, INC., on May 29, 2020, via certified mail.

22 33. On December 15, 2020, Plaintiff electronically submitted an amended written notice to
23 the LWDA, setting forth additional contentions and claims on behalf of herself and on behalf of all
24 those similarly situated. Copies of this letter was also mailed to Defendants SHORELINE
25 TREATMENT CENTER, INC. and RACHEL LEVI, on December 15, 2020, via certified mail.

26 34. Plaintiff initiated this Action in December 15, 2020, which was the stayed by the Court
27 on December 16, 2020.

28 35. The LWDA failed to respond to either of Plaintiffs' letters within 65 days, thereby

1 exhausting her administrative remedies.

2 36. On April 28, 2021, the Court lifted the Stay, and on said day, Plaintiff filed a first
3 amended complaint as matter of right alleging a PAGA cause of action.

4 **IX.**

5 **THE RELEASE BENEFIT AGREEMENTS**

6 37. Plaintiff is informed and believes, and thereupon alleges, that during the course of this
7 Action, Defendants unilaterally sent release agreements to the members of the Class. These general
8 release agreements were entitled “Release Benefit Agreements” and/or “Revised Release Benefit
9 Agreements” (hereafter referred to a “Release Benefit Agreements”).

10 38. Plaintiff is informed and believes, and thereupon alleges, that members of the Release
11 Benefit Subclass signed Release Benefit Agreements.

12 39. Plaintiff contends that the Release Benefits Agreements are unlawful, unenforceable,
13 and thus void to the extent they generally release all potential claims of the Release Benefit Subclass,
14 whether known or known, including claims and causes of action beyond those alleged in this Action.
15 Plaintiff further contends that the Release Benefits Agreements are void and unenforceable because
16 they were unilaterally disseminated to members of the Class without Court review or approval.
17 Defendants contend the Release Benefit Agreements were lawfully offered, were properly limited in
18 the scope of the release, were fully performed, and should therefore remain in force and effect.

19 40. For the foregoing reasons, an actual controversy has arisen and now exists between
20 Plaintiff, on behalf of the Release Benefit Subclass, and the Defendants concerning their respective
21 rights and duties under the Release Benefit Agreements.

22 **X.**

23 **FIRST CAUSE OF ACTION**

24 **Failure To Pay Overtime and Double Time Compensation**

25 **[CAL. LAB. CODE §§ 510, 511, 1194, 1198 and 8 CAL. CODE REGS. § 11050(3), *et. seq.*]**

26 **(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)**

27 41. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding
28 paragraphs in this SAC as fully set forth herein by reference.

1 42. CAL. LAB. CODE §§ 510, 1194 and 1198, and INDUSTRIAL WAGE ORDER No. 5-2001
2 (3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11050(3)(A)(1)(a), as amended, mandate
3 that employees in California shall not be employed more than eight (8) hours in any workday or more
4 than forty (40) hours in any workweek, unless they receive additional compensation of no less than
5 one and one-half times their regular rate of pay. In addition, an employer must pay double the
6 employee's regular rate of pay for all hours worked in excess of twelfth (12) hours in any workday,
7 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a
8 workweek. 8 CAL. CODE REGS. § 11050(3)(A)(1)(b).

9 43. CAL. LAB. CODE § 1194(a) provides that an employee who has not been paid overtime
10 compensation as required by section 1198 or by the applicable wage order may recover the unpaid
11 balance of the full amount of such overtime compensation, together with costs of suit, penalties,
12 interest thereon, and attorney's fees in a civil action.

13 44. As an exception to the foregoing general rules, section 511 of the California Labor
14 Code authorized the adoption of alternative workweek schedules "for no longer than 10 hours per day
15 within a 40-hour workweek without the payment... of an overtime rate...." CAL. LAB. CODE §
16 511(a).

17 45. An employee affected by an alternative workweek schedule agreement adopted
18 pursuant to section 511 of the California Labor Code, and any applicable Industrial Wage Order, shall
19 be paid no less than one and one-half times their regular rate of pay "for any work in excess of the
20 regularly scheduled hours established by the alternative workweek agreement and for any work in
21 excess of 40 hours per week." CAL. LAB. CODE § 511(b). In addition:

22 An overtime rate of compensation of no less than double the regular rate of pay of
23 the employee shall be paid for any work in excess of 12 hours per day and for any
24 work in excess of eight hours on those days worked beyond the regularly
 scheduled workdays established by the alternative workweek agreement.

25 *Id.*

26 46. Section 517 of the California Labor Code, which took effect on January 1, 2000,
27 directed the Industrial Welfare Commission ("IWC") to review wage, hour, and working conditions
28 of certain enumerated industries prior to July 1, 2000. Notwithstanding sections 510 and 511, section

1 517 directed the IWC to issue new wage orders, including regulations on alternative workweek
2 schedules for the health care and other enumerated industries, which “shall be final and conclusive for
3 all purposes.” CAL. LAB. CODE § 517(a).

4 47. Pursuant to section 517 of the California Labor Code, the IWC held public hearings
5 prior to July 1, 2000 and subsequently promulgated Industrial Wage Order 5-2001. Applicable to the
6 healthcare industry, INDUSTRIAL WAGE ORDER 5 (3)(B)(8)(a)-(b), as amended, which is codified
7 under 8 CAL. CODE REGS. § 11050(3)(B)(8)(a)-(b), provides in relevant part, as follows:

8 Notwithstanding the above provisions regarding alternative workweek schedules,
9 no employer of employees in the health care industry shall be deemed to have
10 violated the daily overtime provisions by instituting, pursuant to the election
11 procedures set forth in this wage order a regularly scheduled alternative workweek
12 schedule that includes work days exceeding ten (10) hours but not more than 12
13 hours within a 40 hour workweek without the payment of overtime compensation,
provided that: [¶] (a) An employee who works beyond 12 hours in a workday shall
be compensated at double the employee's regular rate of pay for all hours in excess
of (12); [and] [¶] (b) An employee who works in excess of 40 hours in a
workweek shall be compensated at one and one-half (1 ½) times the employee's
regular rate of pay for all hours over 40 hours in the workweek[....]

14 48. An employer within the health care industry wishing to adopt a valid and lawful
15 alternative workweek schedule must adhere to all of the following:

16 Each proposal for an alternative workweek schedule shall be in the form of a
17 written agreement proposed by the employer. The proposed agreement must
18 designate a regularly scheduled alternative workweek in which the specified
number of workdays and work hours are regularly recurring.

19 8 CAL. CODE REGS. § 3(C)(1).

20 The employer may propose a single work schedule that would become the
21 standard schedule for workers in the work unit, or a menu of work schedule
22 options, from which each employee in the unit would be entitled to choose. If the
employer proposes a menu of work schedule options, the employee may, with the
approval of the employer, move from one menu option to another.

23 *Id.*

24 [T]he proposed alternative workweek schedule must be adopted in a secret ballot
25 election, before the performance of work, by at least a two-thirds (2/3) vote of the
26 affected employees in the work unit. The election shall be held during regular
working hours at the employees' work site.

27 *Id.* § 3(C)(2).

28 Prior to the secret ballot vote, any employer who proposed to institute an
alternative workweek schedule shall have made a disclosure in writing to the

1 affected employees, including the effects of the proposed arrangement on the
2 employees' wages, hours, and benefits. Such a disclosure shall include meeting(s),
3 duly noticed, held at least 14 days prior to voting, for the specific purpose of
4 discussing the effects of the alternative workweek schedule.

5 *Id.* § 3(C)(3).

6 Any election to establish... an alternative workweek schedule shall be held at the
7 work site of the affected employees.

8 *Id.* § 3(C)(4).

9 Only secret ballots may be cast by affected employees in the work unit at any
10 election held pursuant to this section. The results of any election conducted
11 pursuant to this section shall be reported by the employer to the Division of Labor
12 Statistics and Research within 30 days after the results are final, and the report of
13 election results shall be a public document. The report shall include the final tally
14 of the vote, the size of the unit, and the nature of the business of the employer.

15 *Id.* § 3(C)(6).

16 49. At all relevant times alleged herein, Defendants conducted and continue to conduct
17 business within the “health care industry,” as the term is defined under INDUSTRIAL WAGE ORDER 5-
18 2001 2(J), as amended. 8 CAL. CODE REGS. § 11050 2(J).

19 50. At all relevant times alleged herein, Plaintiff and members of the Class were and/or are
20 employed by the Defendants as “employees in the health care industry,” as the term is defined under
21 INDUSTRIAL WAGE ORDER 5-2001 2(G), as amended. 8 CAL. CODE REGS. § 110502(G).

22 51. At all times relevant hereto, Defendants, including DOES 1 through 50, failed to pay
23 Plaintiff and members of the Class overtime and double time compensation for the hours worked in
24 excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*,
25 and CAL. LAB. CODE §§ 510, 1194 and 1198.

26 52. At all relevant times alleged herein, and in an attempt to circumvent the protections
27 mandated under both the California Labor Code and applicable Industrial Wage Orders, Defendants
28 adopted, implemented, and enforced an alternative workweek schedule that was invalid, illegal, and
unlawful.

53. At all relevant times alleged herein, Plaintiff and members of the Class were and/or are
required to work under Defendants’ alternative workweek schedule and they are therefore “affected

employees” of said alternative workweek schedule, as the term is defined under INDUSTRIAL WAGE ORDER 5-2001 3(C)(2), as amended. 8 CAL. CODE REG. § 3(C)(2).

54. Plaintiff is informed and believes, and thereupon alleges, that Defendants’ alternative workweek schedule failed to comply with the mandates set forth pursuant to sections 511 and 517 of the California Labor Code, and INDUSTRIAL WAGE ORDER 5-2001 2(A), 3(B)(8), and 3(C), *et. seq.*, as amended. *See* CAL. LAB. CODE §§ 511 and 517; 8 CAL. CODE REG. §§ 2(A) 3(B)(8), and 3(C), *et. seq.* As such, at all times relevant hereto, Plaintiff and the Class have worked more than eight (8) hours in a workday, and/or more than forty (40) hours in a workweek as non-exempt employees of Defendants, including DOES 1 through 50, under the guise of lawful alternative workweek schedule, without receiving overtime or double time compensation for the hours worked in excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*, and CAL. LAB. CODE §§ 510, 1194 and 1198.

55. By virtue of Defendants’ unlawful failure to pay additional compensation to the Plaintiff and the Class for their overtime hours, they have suffered, and will continue to suffer, damages in the form of unpaid overtime and double time compensation subject to proof.

56. Plaintiff and the Class are also entitled to seek and recover interest, penalties, and reasonable attorneys’ fees and costs pursuant to CAL. LAB. CODE §§ 218.5, 218.6, 1194, and CAL. CIV. CODE § 3289, *et. seq.*

XI.

SECOND CAUSE OF ACTION

For Failure To Provide Meal Periods

[CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*]

(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)

57. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

58. CAL. LAB. CODE § 512(a) provides that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes. An employee who works no more than six (6) hours may waive the meal period by mutual consent. *Id.*

59. CAL. LAB. CODE § 512(a) also provides that no employer shall employ any person for a work period of more than ten (10) hours without a second meal period of not less than 30 minutes. An employee who works more than ten (10) hours, but no more than twelve (12) hours, may waive the second meal period by mutual consent. *Id.*

60. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

(b) An employer shall not require an employee to work during a meal... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....

(c) If an employer fails to provide an employee a meal... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission[....], the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal... period is not provided.

61. INDUSTRIAL WAGE ORDER No. 5-2001 (11)(A), which is codified under 8 CAL. CODE REGS. § 11050(11)(A), also requires that for every work-shift longer than 5 hours, an employer is to provide its employees an uninterrupted meal break of no less than 30 minutes. In addition, “employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods[]” by written agreement voluntarily signed by the employee and employer. *Id.* § 11050(11)(D).

62. INDUSTRIAL WAGE ORDER No. 5-2001 also states that an employer must relieve the employee of *all* work-related duties during meal breaks; otherwise, the employee will be considered to be “on duty,” which constitutes compensable time. 8 CAL. CODE REGS. § 11050(11)(A).

63. INDUSTRIAL WAGE ORDER No. 5-2001 also mandates that an employer provide change rooms and resting facilities, (8 CAL. CODE. REGS. § 11050(13)), along with a suitable place for eating if their employees are required to remain on the premises during their meal period. *Id.* § 11050(11)(C)

64. For every instance where in employer fails to provide an employee with an uninterrupted meal period in accordance to INDUSTRIAL WAGE ORDER No. 5-2001 5(11), as amended, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. 8 CAL. CODE REGS. § 11050(11)(B); *see also*

CAL. LAB. CODE § 226.7(c).

65. At all times relevant hereto, Plaintiff and members of the Class regularly worked more than five-hour increments; however, at all times relevant hereto, Defendants, including DOES 1 through 50, failed to provide uninterrupted meal periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11050(11)(A), as further alleged herein.

66. At all times relevant hereto, Plaintiff and members of the Class regularly worked more than ten-hour increments; however, at all times relevant hereto, Defendants, including DOES 1 through 50, failed to provide a second uninterrupted meal periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. §§ 11050(11)(A) and (D), as further alleged herein.

67. At all times relevant hereto, Defendants failed to provide Plaintiff and members of the Class with change rooms, resting facilities, or a suitable place for eating, as mandated by 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13).

68. By virtue of requiring Plaintiff and the Class to work through meal periods free from work duties, Defendants have intentionally and improperly denied statutorily mandated meal periods in violation of CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.* Plaintiff and the Class have suffered, and will continue to suffer, damages in the form of meal break premium payments in an amount according to proof.

69. Plaintiff and the Class are also entitled to seek and recover costs pursuant to CAL. CIV. CODE § 1032, *et. seq.*

XII.

THIRD CAUSE OF ACTION

For Failure To Provide Rest Periods

[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11050(12)]

(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)

70. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

1 71. CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

2 (b) An employer shall not require an employee to work during a... rest... period
3 mandated pursuant to an applicable statute, or applicable regulation, standard, or order
4 of the Industrial Welfare Commission....

4 ***

5 (d) A rest... period mandated pursuant to a state law, including, but not limited to, an
6 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
7 Commission[]..., shall be counted as hours worked, for which there shall be no
8 deduction from wages.

8 72. The California Labor Code also states, in relevant part:

9 If an employer fails to provide an employee a... rest... period in accordance with a
10 state law, including, but not limited to, an applicable statute or applicable regulation,
11 standard, or order of the Industrial Welfare Commission[]..., the employer shall pay
12 the employee one additional hour of pay at the employee's regular rate of compensation
13 for each workday that the... rest... period is not provided.

12 CAL. LAB. CODE § 227.7(c).

13 73. Industrial Wage Order No. 5(12)(A), which is codified under 8 CAL. CODE REGS. §§
14 11050(12)(A), requires employers to provide rest breaks that shall be counted as hours worked for
15 which there shall be no deduction of wages.

16 74. Subdivision (12)(A) of 8 CAL. CODE REGS. §11050 also requires that an employer
17 provide its employees with a 10-minute rest break for every four-hour increment of time worked, or
18 major fraction thereof. *See also, Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004,
19 1029 (“[e]mployees are entitled to 10 minute rests for shifts from three and one-half to six hours in
20 length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than
21 10 hours up to 14 hours, and so on[.]”).

22 75. Wage Order No. 5 also mandates that an employer provide change rooms and resting
23 facilities. 8 CAL. CODE REGS. § 11050(13).

24 76. CAL. LAB. CODE §226.7(c) and 8 CAL. CODE REGS. §11050(12)(B), further require that
25 for every workday in which it fails to provide a rest period during any four-hour increment, the
26 employer must pay the employee premium at a rate of an hour’s pay at the employee’s regular rate of
27 pay.

28 77. Plaintiff and members of the Class regularly worked four-hour increments and were

1 not provided with statutorily mandated rest breaks during their shifts. Plaintiff and members of the
2 Class were unable to avail themselves of such breaks for various reasons, including but not limited to,
3 the pressures from their workloads and from management.

4 78. At all times relevant hereto, Defendants also failed to provide Plaintiff and members of
5 the Class with change rooms or resting facilities, as mandated by 8 CAL. CODE REGS. § 11050(3).

6 79. By virtue of Defendants' unlawful failure to authorize, permit, and provide rest periods
7 as required by law, Plaintiff and members of the Class have suffered, and will continue to suffer,
8 damages in the form of rest break premium payments in an amount according to proof.

9 80. Plaintiff and the Class are also entitled to seek and recover costs pursuant to CAL. CIV.
10 CODE § 1032, *et. seq.*

11 XIII.

12 **FOURTH CAUSE OF ACTION**

13 **For Failure To Provide Accurate Itemized Statements**

14 **(CAL. LAB. CODE § 226)**

15 **(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)**

16 81. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding
17 paragraphs in this SAC as fully set forth herein by reference.

18 82. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with
19 accurate wage statements as follows:

20 (a) Every employer shall, semimonthly or at the time of each payment of wages,
21 furnish each of his or her employees, either as a detachable part of the check, draft, or
22 voucher paying the employee's wages, or separately when wages are paid by personal
23 check or cash, an accurate itemized statement in writing showing (1) gross wages
24 earned, (2) total hours worked by the employee...[,], (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
26 all deductions, provided that all deductions made on written orders of the employee
27 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
28 dates of the period for which the employee is paid, (7) the name of the employee and
only the last four digits of his or her social security number or an employee
identification number other than a social security number, (8) the name and address of
the legal entity that is the employer...[,], and (9) all applicable hourly rates in effect
during the pay period and the corresponding number of hours worked at each hourly
rate by the employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the total hours
worked for each temporary services assignment.

83. At all times relevant herein, Defendants, including DOES 1 through 50, violated CAL. LAB. CODE § 226 in that Defendants failed to properly and accurately itemize the number of hours worked by Plaintiff and the Class at their effective regular rates of pay, including the effective overtime rates of pay.

84. By failing to pay Plaintiff and members of the Class wages for all hours worked, including overtime compensation, Defendants have violated the requirement that the total hours worked and all wages earned be included in the wage statements that must be provided to the Plaintiff and the Class.

85. Defendants willfully, knowingly, and intentionally failed to comply with CAL. LAB. CODE § 226 by failing to pay minimum wages, overtime compensation for hours worked in excess of forty, and by failing to provide meal breaks or paying the appropriate premium wages for missed meal breaks, as required by law, thereby causing damages to Plaintiff and the Class by failing to include all hours worked and wages earned in their wage statements. These damages, including but not limited to costs expended calculating the true hours worked and the amount of employment taxes that were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elect to recover penalties on behalf of themselves and on behalf of the Class pursuant to CAL. LAB. CODE § 226 in an amount \$4,000 each, and reasonable attorney's fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV. PROC. § 1032, *et. seq.*

XIV.

FIFTH CAUSE OF ACTION

Waiting Time Penalties

[CAL. LAB CODE §§ 201, 202, and 203]

(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)

86. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

87. Sections 201 and 202 of the California Labor Code require employers to pay their employees all wages due immediately upon discharge, or within seventy-two hours of resigning without notice.

88. Section 203 of the California Labor Code provides that when an employer willfully fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California Labor Code, the employer must, as a penalty, continue to pay the employee's wages at an employee's daily rate, up to thirty days.

89. Defendants, including DOES 1 through 50, willfully, knowingly, and intentionally failed to fully compensate all wages due to Plaintiff and the Class, including minimum wages, overtime, double time, and meal and rest break premiums, as further alleged herein.

90. Since Plaintiff and the members of the Class have yet to be fully compensated for all hours worked, they are entitled to waiting time penalties in the amount of their daily rate of pay up to thirty days pursuant to section 203 of the California Labor Code, in an amount according to proof, and costs pursuant to CAL. CODE CIV. PROC. § 1032, *et. seq.*

XV.

SIXTH CAUSE OF ACTION

For Penalties Pursuant To Private Attorney General Act (“PAGA”)

[CAL. LAB. CODE §§ 2699, *et. seq.*]

(By Plaintiff and the Class as Against All Defendants, Including DOES 1 through 50)

91. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

92. The California Private Attorney General Act of 2004, codified under sections 2698-2699 of the California Labor Code, expressly establishes that any provision of the California Labor code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards agencies or employees for a violation of the California Labor Code. Alternatively, the civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

93. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess the civil

1 penalties.

2 94. Plaintiff and the other members of the Class are “aggrieved employees” as defined by
3 section 2699 of the California Labor Code in that they are all current or former employees of
4 Defendants, and one or more of the alleged violations were committed against them.

5 95. Plaintiff seeks civil penalties for Defendant SHORELINE TREATMENT CENTER,
6 INC.’S violations of the following Labor Code sections and Industrial Wage Orders:

- 7 (a) Failure to timely pay wages at the appropriate rate of pay in violation of CAL.
8 LAB. CODE §§ 204, 510, 511, 558, 1194, 1198, can 8 CAL. CODE REGS. §
9 11050(11), *et. seq.*;
- 10 (b) Subjecting and requiring aggrieved employees to work alternative workweek
11 schedules that were invalid, illegal, and unlawful in violation of CAL. LAB.
12 CODE § 511 and 8 CAL. CODE REGS § 11050(3)(B), *et. seq.*;
- 13 (c) Requiring aggrieved employees to work shifts in excess of twelve (12) hours
14 per day within a twenty-four (24) hour period in violation of CAL. LAB. CODE §
15 511 and 8 CAL. CODE REGS § 11050(3)(B)(9);
- 16 (d) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and
17 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 18 (e) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8
19 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 20 (f) Failure to provide aggrieved employees with a suitable place for resting and/or
21 eating during their meal and rest breaks in violation of CAL. LAB. CODE §§
22 227.6 and 512, and 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13);
- 23 (g) Failure to provide prompt payment of wages to employees upon termination
24 and resignation in violation of CAL. LAB. CODE §§ 201, 202, 203; and
- 25 (h) Failure to provide accurate itemized wage statements to employees in violation
26 of CAL. LAB. CODE §§ 226 and 226.3.

27 96. On May 29, 2020, Plaintiff electronically submitted written notice to the Agency
28 setting forth her contentions and claims on behalf of herself and on behalf of all those similarly

1 situated. Copies of this letter was also mailed to Defendant SHORELINE TREATMENT CENTER,
2 INC., on May 29, 2020, via certified mail.

3 97. On December 15, 2020, Plaintiff electronically submitted an amended written notice to
4 the LWDA, setting forth additional contentions and claims on behalf of herself and on behalf of all
5 those similarly situated. Copies of this letter was also mailed to Defendants SHORELINE
6 TREATMENT CENTER, INC. and RACHEL LEVI, on December 15, 2020, via certified mail.

7 98. The LWDA failed to respond to either of Plaintiffs' letters within 65 days, thereby
8 exhausting her administrative remedies.

9 99. Pursuant to section 2699 of the California Labor Code, Plaintiff, individually and on
10 behalf of all aggrieved employees, requests and is entitled to recover from Defendants wage
11 compensation for uncompensated wages according to proof, interest, attorney's fees, and costs
12 pursuant to CAL. LABOR CODE § 218.5, as well as all civil penalties against Defendant SHORELINE
13 TREATMENT CENTER, INC., and DOES1 through 50, including but not limited to:

- 14 (a) Where penalties are not already specified in the applicable provision of the
15 California Labor Code, penalties under CAL. LABOR CODE § 2699 in the
16 amount of \$100 for each aggrieved employee per pay-period for the initial
17 violation, and \$200 for each aggrieved employee per pay period for each
18 subsequent violation (*see* CAL. LAB. CODE § 2699(f)(2));
- 19 (b) Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE §
20 226, in addition to any other penalty provided by law, of two hundred fifty
21 dollars (\$250) per aggrieved employee for the first violation, and one thousand
22 dollars (\$1,000) per aggrieved employee for each subsequent violation;
- 23 (c) Penalties under Title 8 of the California Code of Regulations, as set forth in the
24 applicable Wage Order, in the amount of \$50 for each aggrieved employee per
25 pay period for an initial violation, and \$100 for each aggrieved employee per
26 pay period for each subsequent violation (*see* CAL. LAB. CODE § 558);
- 27 (d) Penalties under CAL. LABOR CODE § 210 in addition to, and entirely
28 independent and apart from, any other penalty provided in the California Labor

Code, in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or any willful or intentional violation, plus 25% of the wages wrongfully withheld; and

(e) Any and all additional penalties and sums as provided by the California Labor Code, and/or other statutes.

100. In addition, Plaintiff seek and is entitled to have 75% of all penalties recovered pursuant to §§ 2699, *et seq.*, allocated to the LWDA, and 25% to the aggrieved employees.

101. Further, Plaintiff seeks and is entitled to recover reasonable attorneys' fees and costs pursuant to sections 2699, 218.5, 210 and 212 of the California Labor Code, and any other applicable statute, including CAL. CODE CIV. PROC. § 1032, *et. seq.*

XVI.

SEVENTH CAUSE OF ACTION

For Unlawful Business Practices

[CAL. BUS & PROF CODE § 17200 *et. seq.*]

(By Plaintiffs and the Class as Against All Defendants, Including DOES 1 through 50)

102. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

103. Each Defendant named herein is considered a "person," as that term is defined under CAL. BUS. & PROF. CODE § 17021.

104. CAL. BUS. & PROF. CODE § 17200 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

105. Plaintiff and the members of the Class have suffered an injury-in-fact as a result of Defendants' conduct in violation of the Unfair Competition Law (CAL. BUS. & PROF. CODE § 17200 *et. seq.*). Specifically, Plaintiff and the Class have lost money and/or property as a result of Defendants' wrongful conduct. The injuries suffered by Plaintiff and the Class were directly related to Defendants' wrongful conduct.

106. At all times relevant hereto, by and through the conduct described herein, Defendants,

1 including DOES 1 through 50, have engaged in unfair, fraudulent and unlawful practices, in violation
2 of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and have thereby deprived Plaintiff and members of
3 the Class of fundamental rights and privileges guaranteed to all employees under the California Labor
4 Code.

5 107. All of the acts described herein as violations of, among other things, the California
6 Labor Code and applicable IWC Wage Orders, are unlawful and in violation of public policy, and are
7 immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or
8 fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.* Specifically,
9 Defendants' unfair, unlawful, and/or fraudulent business practices include the following violations:

- 10 (a) Failure to timely pay wages at the appropriate rate of pay in violation of CAL.
11 LAB. CODE §§ 204, 510, 511, 558, 1194, 1198, and 8 CAL. CODE REGS. §
12 11050(11), *et. seq.*;
- 13 (b) Subjecting and requiring aggrieved employees to work alternative workweek
14 schedules that were invalid, illegal, and unlawful in violation of CAL. LAB.
15 CODE § 511 and 8 CAL. CODE REGS § 11050(3)(B), *et. seq.*;
- 16 (c) Requiring aggrieved employees to work shifts in excess of twelve (12) hours
17 per day within a twenty-four (24) hour period in violation of CAL. LAB. CODE §
18 511 and 8 CAL. CODE REGS § 11050(3)(B)(9);
- 19 (d) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and
20 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 21 (e) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8
22 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 23 (f) Failure to provide aggrieved employees with a suitable place for resting and/or
24 eating during their meal and rest breaks in violation of CAL. LAB. CODE §§
25 227.6 and 512, and 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13);
- 26 (g) Failure to provide prompt payment of wages to employees upon termination
27 and resignation in violation of CAL. LAB. CODE §§ 201, 202, 203;
- 28

- 1 (h) Failure to provide accurate itemized wage statements to employees in violation
2 of CAL. LAB. CODE §§ 226 and 226.3; and
- 3 (i) Failure to post the required notices with respect to information regarding
4 mandatory payroll and workplace injuries in violation of CAL. LAB. CODE §§
5 207 and 2559, and 8 CAL. CODE REGS. §§ 9881, 9881.1, and 11050(22) (*see*
6 CAL. LAB. CODE § 2699(g)(2)).

7 108. By and through the unfair, fraudulent, and unlawful business practices described
8 herein, Defendants, including DOES 1 through 50, have obtained valuable property, money, and
9 services from Plaintiffs and the Class, and has deprived them of valuable rights and benefits
10 guaranteed by the law, all to their detriment.

11 109. Furthermore, Plaintiff is informed and believes, and thereupon alleges, that Defendants
12 have underreported to federal and state authorities the wages earned by Plaintiff and the members of
13 the Class, and therefore, have underpaid state and federal taxes, employer matching funds,
14 unemployment premiums, Social Security, Medicare and Workers' Compensation premiums. This
15 conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment, and is
16 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

17 110. Plaintiff is informed and believes, and based upon that information and belief alleges,
18 that by requiring Plaintiff and the Class to work without minimum wage compensation, or work
19 overtime without receiving overtime compensation, and failing to provide meal and rest periods,
20 Defendants have engaged in business within the state of California to offer its services at a lower
21 price for the purpose of injuring competitors and/or destroying competition in violation of CAL. BUS.
22 & PROF. CODE § 17043.

23 111. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants' failure to pay
24 wages, overtime compensation, related benefits, and employment taxes, is admissible as evidence of
25 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

26 112. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

27 113. Plaintiff is entitled to seek, and does seek, such relief as may be necessary to restore
28 the money and property that Defendants have acquired, or of which Plaintiff and members of the

1 Class have been deprived of, by means of the above-described unfair and unlawful business practices.

2 114. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress
3 the injuries that they have suffered as a consequence of Defendants' unfair and unlawful business
4 practices. As such, Defendants should be required to disgorge the unpaid moneys owed to Plaintiff
5 and the Class.

6 115. Because Plaintiff seeks to enforce an important right affecting the public interest, to
7 wit, the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the
8 restitution of unlawfully withheld wages, with interest thereon, Plaintiff requests an award of
9 attorneys' fees, pursuant to CAL. CODE CIV. PROC. § 1021.5, and costs pursuant to CAL. CODE CIV.
10 PROC. § 1032.

11 **XVII.**

12 **EIGHTH CAUSE OF ACTION**

13 **For Declaratory Relief**

14 **[CAL. CIV. PROC. § 1060]**

15 **(By Plaintiff and Release Benefit Subclass as Against All Defendants, Including DOES 1**
16 **through 50)**

17 116. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding
18 paragraphs in this SAC as fully set forth herein by reference.

19 117. Section 1060 of the CODE OF CIVIL PROCEDURE provides that a person under a contract
20 "who desires a declaration of his or her rights or duties with respect to another...may, in cases of
21 actual controversy relating to the legal rights and duties of the respective parties, bring an original
22 action ... in the superior court for a declaration of his or her rights and duties[.]"

23 118. Declaratory relief has two elements that must be satisfied: "(1) a proper subject of
24 declaratory relief, and (2) an actual controversy involving justiciable questions relating to the party's
25 rights and obligations." *Jolley v. Chase Home Finance, LLC* (2013) 213 Cal.App.4th 872, 909
26 (quotation marks omitted).

27 119. "[Q]uestions relating to the formation of a contract, its validity, and its construction
28 and effect, excuses for nonperformance, and termination are proper subjects for declaratory relief."

Caira v. Offner (2005) 126 Cal.App.4th 12, 24 (quotation marks omitted).

120. Plaintiff contends that the Release Benefits Agreements are unlawful, unenforceable, and thus void, because they generally release all potential claims of the Release Benefit Subclass, whether known or known, including claims and causes of action beyond those alleged in this Action.

121. Plaintiff further contends that the Release Benefits Agreements are void and unenforceable because they were unilaterally disseminated to putative members of the Class without Court review or approval.

122. Defendants, on the other hand, contend that the Release Benefit Agreements signed by the members of the Release Benefit Subclass are lawful, valid, and enforceable.

123. Accordingly, an actual controversy has arisen between Plaintiff, on behalf of the Release Benefit Subclass, and Defendants concerning their respective rights and duties under the Release Benefit Agreements.

124. A withholding of judicial consideration as to whether the Release Benefit Agreements are void or unenforceable will result in hardship on the Plaintiff and the Release Benefit Subclass she seeks to represent, such that a judicial declaration is necessary, under the circumstances presented, so that Plaintiff and Defendants may ascertain their respective rights and obligations under the Release Benefit Agreements.

XVIII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

A. ON THE FIRST CAUSE OF ACTION:

1. For compensatory damages, including lost wages, and other losses, in an amount in an amount according to proof;

2. For an award of interest, including prejudgment interest at the legal rate pursuant to CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et. seq.*; and

3. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5, 1194, and CAL. CODE CIV. PROC. § 1032.

1 **B. ON THE SECOND AND THIRD CAUSES OF ACTION:**

2 4. For unpaid premium payments in an amount according to proof; and

3 5. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

4 **C. ON THE FOURTH CAUSE OF ACTION:**

5 6. For statutory penalties pursuant to CAL. LAB. CODE § 226;

6 7. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE
7 CIV. PROC. § 1032, *et. seq.*

8 **D. ON THE FIFTH CAUSE OF ACTION:**

9 8. For statutory penalties CAL. LAB. CODE § 203;

10 9. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

11 **E. ON THE SIXTH CAUSE OF ACTION:**

12 10. Penalties pursuant to CAL. LABOR CODE § 2699(f)(2) in the amount of \$100 for each
13 aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per
14 pay period for each subsequent violation;

15 11. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226, in
16 addition to any other penalty provided by law, of two hundred fifty dollars (\$250) per aggrieved
17 employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each
18 subsequent violation;

19 12. Penalties under Title 8 of the California Code of Regulations, as set forth in the
20 applicable Wage Order, in the amount of \$50 for each aggrieved employee per pay period for an
21 initial violation, and \$100 for each aggrieved employee per pay period for each subsequent violation
22 (*see* CAL. LAB. CODE § 558);

23 13. Penalties under CAL. LABOR CODE § 210 in the amount of \$100 for each aggrieved
24 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay
25 period for each subsequent violation or any willful or intentional violation, plus 25% of the wages
26 wrongfully withheld;

27 14. Any and all additional penalties and sums as provided by the CAL. LABOR CODE and/or
28 other statutes; and

1 15. Reasonable attorney's fees and costs pursuant to SECTIONS 2699, 218.5, 210 and 212 of
2 the California Labor Code, and any other applicable statute.

3 **F. ON THE SEVENTH CAUSE OF ACTION:**

4 16. That Defendants, including DOES 1 through 50, be ordered and enjoined to pay
5 restitution and penalties to Plaintiffs due to Defendants' unlawful and/or unfair activities, pursuant to
6 Business and Professions Code §§ 17200-05;

7 17. That Defendants, including DOES 1 through 50, further be enjoined to cease and desist
8 from unlawful and/or unfair activities in violation of Business and Professions Code § 17200, *et. seq.*;

9 18. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

10 19. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

11 **G. ON THE EIGHTH CAUSE OF ACTION**

12 20. That the Court determines that the Release Benefit Agreements signed by members of
13 the Release Benefit Subclass are void and unenforceable.

14 **H. ON ALL CAUSES OF ACTION:**

15 21. For an order granting class certification;

16 22. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

17 23. For other and further relief as the Court deems just and proper.

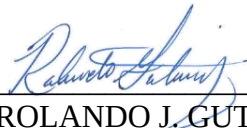
18 **XIX.**

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a trial by jury on all triable claims.

21
22 DATED: October 23, 2023

BROWN WHITE & OSBORN LLP
LAW OFFICES OF RICHARD KIM, PC

24
25 By: 
26 ROLANDO J. GUTIERREZ
27 NICHOLAS L. RAMIREZ
28 RICHARD KIM

Attorneys for Plaintiff and the Putative Class

RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.*
Case No: 20STCV47287

On **October 23, 2023**, I served true and correct copies of the following document(s) described as:

on the interested parties in this action as follows:

*Attorneys for Defendants
SHORELINE TREATMENT CENTER,
LLC, f/k/a SHORELINE TREATMENT
CENTER, INC.; RACHEL LEVI;
ODYSSEY BEHAVIORAL HEALTHCARE,
LLC*

Executed on **October 23, 2023** at Los Angeles, California.

Signature