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County of Los Angeles

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OREYDA PARAMO-DOMIO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

OREYDA PARAMO-DOMIO, individually
and on behalf all others similarly situated,

Plaintiff,

vs.

PRESCOTT SANCHEZ, INC., a California
Corporation doing business as Home Instead
Senior Care; CARTER JORDAN
PRESCOTT, an individual; GREGORIO
VALENTINE SANCHEZ, JR., an individual;
DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV34809

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, UNPAID WAGES,
PENALTIES, INJUNCTIVE RELIEF AND
OTHER EQUITABLE RELIEF**

1. Violation of California Labor Code §§ 201-204 (Wages Not Paid Upon Termination and By The Appropriate Pay Period)
2. Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wage)
3. Violation of California Labor Code §§ 510, 1194, 1197.1 and 1454 (Failure to Pay Overtime)
4. Violation of California Labor Code § 226(a) (Improper Wage Statements)
5. Violation of California Labor Code § 450-451, and 2802 (Failure to Reimburse Business Expenses);
6. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
7. Violation of California Business & Professions Code § 17200, et seq. (Unfair Competition)
8. Violation of California Labor Code §§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL



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DEMAND FOR JURY TRIAL



NATURE OF ACTION

1. Plaintiff OREYDA PARAMO-DOMIO (“Plaintiff”) brings this putative class action, on behalf of herself and all other similar situated current and former non-exempt employees, against Defendants Prescott Sanchez, Inc. doing business as Home Instead Senior Care (“PSI”), Carter Jordan Prescott (“PRESCOTT”), Gregorio Valentine Sanchez, Jr. (“SANCHEZ”) and DOES 1 through 50 (collectively, “Defendants”) for numerous wage and hour violations.

2. This is a class action under California Code of Civil Procedure section 382 seeking recovery for Defendants’ violations of provisions of the California Labor Code (hereinafter “Labor Code”); California Business and Professions Code; the applicable Wage Order issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”); and related common law principles. Plaintiff also bring this matter as a representative action pursuant to the Private Attorneys Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of herself and all other aggrieved current and former non-exempt employees of Defendants for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

3. Plaintiff brings this putative class action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 15 is applicable to Defendants’ business and trade.

4. Plaintiff also brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable class period (hereinafter referred to as “Similarly Situated Employees”). Plaintiff also brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable PAGA period (hereinafter referred to as “Aggrieved Employees”).

5. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

6. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to

the rights of all employees. Defendants' systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiff and other Similarly Situated Employees include, *inter alia*:

- a. Failure to pay all minimum, regular, and overtime wages;
- b. Failure to reimburse for all business expenses;
- c. Failure to maintain true and accurate records;
- d. Failure to provide accurate itemized wage statements; and
- e. Failure to timely pay wages due during and upon separation of employment.

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of herself, all other Similarly Situated Employees of Defendants in California and all other Aggrieved Employees. Plaintiff seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201-204, 210, 226, 226.3, 450-451, 558, 1174, 1174.5, 1191, 1194, 1194.2, 1197, 1197.1, 1198, 1454, 2802, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

8. Plaintiff reserves the right to name additional representatives throughout the State of California.

PARTIES, THEIR AGENTS AND JOINT LIABILITY

9. Plaintiff was employed by Defendants as a non-exempt employee from April 13, 2019 to January 8, 2020. Plaintiff worked at various locations in and around the Los Angeles County area.

10. At all relevant times herein, Plaintiff was a resident and now is an individual residing in the County of Los Angeles, State of California.

11. At all relevant times herein, Defendant PSI is a California corporation with its principal place of business within the State of California and was at all relevant times authorized and did do business in the State of California. Plaintiff is informed and believes, and based thereon alleges, that Defendant PSI does business under the fictitious business name of "Home Instead Senior Care." Defendant PSI was and is an employer of Plaintiff and of other Similarly

1 Situated Employees within the meaning of the California Labor Code, the applicable Wage Order.
2 Defendant PSI exercised control over the wages, hours and working conditions of Plaintiff and
3 other Similarly Situated Employees, and supervised their work. Defendant PSI suffered and
4 permitted Plaintiff and other Similarly Situated Employees to work. Defendant PSI knew or
5 reasonably should have known that Plaintiff and other Similarly Situated Employees were
6 subjected to unlawful working conditions.

7 12. All relevant times herein, Defendant PSI was an employer whose employees were
8 and are engaged to work in the State of California.

9 13. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 PRESCOTT and SANCHEZ are California residents who are owners and officers of Defendant
11 PSI and operate and/or manage Defendant PSI, the company at issue in this lawsuit. On
12 information and belief, and based thereon alleged, Defendants PRESCOTT and SANCHEZ are
13 residents of the County of Los Angeles in the State of California. Plaintiff is informed and
14 believes, and based thereon allege, that Defendant PRESCOTT and SANCHEZ are persons acting
15 on behalf of Defendant PSI pursuant to Labor Code § 558 and are officers or agents of Defendant
16 PSI pursuant to Labor Code § 1197.1.

17 14. The true names and capacities, whether corporate, associate, individual or
18 otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff, who therefore
19 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
20 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally
21 responsible in some manner for the events and happenings herein referred to and caused injuries
22 and damages proximately thereby to Plaintiff and based on information and belief, and based
23 thereon alleged, to other Similarly Situated Employees, as herein alleged. Plaintiff is informed
24 and believes and thereon alleges that each of said fictitious Defendants was responsible in some
25 way for the matters alleged herein and proximately caused Plaintiff and members of the general
26 public and other Similarly Situated Employees to be subject to the illegal employment practices,
27 wrongs and injuries complained of herein. Plaintiff will ask leave of court to amend this
28 Complaint to show their names and capacities when the same have been ascertained.

1 15. Whenever and wherever reference is made in this complaint to any act or failure to
2 act by a defendant or defendants, such allegations and references shall also be deemed to mean the
3 acts and/or failures to act by each defendant acting individually, jointly, and severally.

4 16. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
5 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
6 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,
7 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
8 Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has
9 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
10 agents.

11 17. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants and employees of each of the other
14 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 18. At all relevant times, Plaintiff and, on information and belief, other Similarly
17 Situated Employees of Defendants in California were subject to the same policies, practices, and
18 procedures governing their employment and their payment of wages and hours worked.

19 19. Plaintiff is informed and believes and thereon alleges that at all times herein
20 mentioned Defendants and DOES 1 through 50, are and were corporations, business entities,
21 individuals, and partnerships, licensed to do business and actually doing business in the State of
22 California.

23 20. Plaintiff is informed and believes and based thereon alleges that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
25 joint venturer of, or working in concert with each of the other co-Defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity. To
27 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
28

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
2 Defendants.

3 21. At all times herein mentioned, Defendants, and each of them, were members of,
4 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
5 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

6 22. At all times herein mentioned, the acts and omissions of various Defendants, and
7 each of them, concurred and contributed to the various acts and omissions of each and all of the
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission
10 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
11 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
12 damages as herein alleged.

13 23. Plaintiff alleges on information and belief that the named and DOE Defendants
14 were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each
15 other; (2) acting within the scope of and pursuant to such agency and employment, and with the
16 full knowledge, consent, permissions, approval and ratification, either express or implied, of each
17 of the other defendants and benefited from the actions of every other defendant, thereby adopting
18 such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting
19 and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

20 24. Plaintiff is informed and believes, and based thereon alleges, that each and all of
21 the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each
22 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any
23 and all Defendants were in accordance with, and represent the official policies of Defendant ARI.

24 25. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
25 2699(c) because she was employed by Defendants and suffered one or more of the violations
26 committed by Defendants.

27 26. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or
28 persons acting on behalf of Plaintiff's employer, within the meaning of California Labor Code

1 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
2 Labor Code or any provision regulating hours and days of work in any order of the Industrial
3 Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as
4 set forth in Labor Code section 558, at all relevant times.

5 27. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or
6 persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or
7 employee of another person, within the meaning of California Labor Code section 1197.1, who
8 paid or caused to be paid to any employee a wage less than the minimum fixed by California state
9 law, and as such, are subject to civil penalties for each underpaid employee.

10 **JURISDICTION AND VENUE**

11 28. The California Superior Court has jurisdiction over this action pursuant to
12 California Constitution Article VI, Section 10, which grants the Superior Court original
13 jurisdiction in all causes except those given by statute to other trial courts. The statutes under
14 which this action is brought do not specify any other basis for jurisdiction. The Superior Court of
15 California has jurisdiction over this matter pursuant to the California Labor Code and the
16 California Business & Professions Code. The Court also has subject-matter jurisdiction to hear
17 this case because Plaintiff is informed and believes that the monetary damages and restitution
18 sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior
19 Court.

20 29. The California Superior Court has jurisdiction over Defendants because American
21 Reclamation, Inc. is a California corporation with its principal place of business within the State of
22 California and was at all relevant times authorized and did do business in the State of California.
23 Further, Plaintiff resides in the State of California and the illegal conduct herein took place within
24 the State of California.

25 30. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a)
26 and 395.5 because Defendants reside, maintain their principal California offices, transact business,
27 and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's
28

jurisdiction for purposes of service of process. On information and belief, Defendants employ numerous individuals throughout Los Angeles County in the State of California.

CLASS ALLEGATIONS

31. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

32. Defendants provide in-home senior care services in the southern California area. Defendants employed Plaintiff as a care giver / personal attendant, a non-exempt position, from approximately April 13, 2019 to January 8, 2020.

33. Plaintiff's hours varied but she generally worked 4 hours on Mondays, Wednesdays, Thursdays and Fridays, 3 hours on Tuesdays and 9 hours on Saturdays. She also covered other's employee's shifts when they called in. Plaintiff was also on-call 24 hours a day.

34. Plaintiff and, on information and belief, other Similarly Situated Employees, worked more than nine hours a day and/or more than forty-five hours a week when employed by Defendants in the position of "care giver" / "personal attendant." Plaintiff is informed and believes, and based thereon alleges, that other Similarly Situated Employees worked more than eight hours a day and/or more than forty hours a week when employed in other non-exempt positions.

35. Defendants denied Plaintiff and, on information and belief, other Similarly Situated Employees certain rights afforded to them under the California Labor Code and the Industrial Welfare Commission Wage Orders. Specifically, Defendants did not properly compensate Plaintiff and, on information and belief, other Similarly Situated Employees for all hours worked, failed to pay overtime, failed to maintain accurate records, failed to provide Plaintiff and, on information and belief, other Similarly Situated Employees with accurate itemized wage statements, failed to reimburse Plaintiff and, on information and belief, other Similarly Situated Employees for all necessary expenses, and failed to pay Plaintiff and, on information and belief, other Similarly Situated Employees with all wages due and owing by the times set forth by law.

36. Plaintiff is informed and believes, and based thereon alleges that, Defendants have a company-wide policy and practice requiring Plaintiff and, on information and belief, other

1 Similarly Situated Employees to download and use the ClearCare app on their personal cell
2 phones as part of their regular duties. Defendants required Plaintiff and on information and belief,
3 other Similarly Situated Employees to use the ClearCare app to, among other things, view their
4 schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed for the clients.

5 37. Defendants used an illegal time shaving and/or rounding policies which resulted in
6 time during which Plaintiff and other Similarly Situated Employees were subject to the control of
7 Defendants but were not paid wages for that time. Specifically, Defendants had a policy and/or
8 practice of unlawfully rounding Plaintiff's and other Similarly Situated Employees' time worked
9 that resulted in systematically undercompensating employees. Defendants' rounding policy and/or
10 practice was not fair and neutral on its face and was applied in a way that favored the
11 underpayment of Plaintiff and other Similarly Situated Employees. For example, if Plaintiff's and
12 other Similarly Situated Employees' shift was scheduled to start at 6:00 p.m. but they clocked in at
13 5:51 p.m., Defendants' illegal rounding policy would round the employees' official clock in time
14 to 6:00 p.m. Defendants' paid Plaintiff and other Similarly Situated Employees based on
15 Plaintiff's and other Similarly Situated Employee's rounded time and not their actual time
16 punches. Over a period of time, Defendants' illegal policy resulted in systematically
17 undercompensating Plaintiff and other Similarly Situated Employees to the detriment of Plaintiff
18 and other Similarly Situated Employees and to the benefit of Defendants. As such, Defendants
19 failed to pay Plaintiff and other Similarly Situated Employees for all the hours that they worked
20 without reduction or rounding. Additionally, Defendants would contact Plaintiff and on
21 information and belief, other Similarly Situated Employees on weekends and days off, while off-
22 the-clock, and they would not compensate them for that time worked. As a result of Defendants'
23 illegal practices and/or policies, Plaintiff and other Similarly Situated Employees did not receive
24 the statutory minimum wage for all time suffered or permitted to work because they were not
25 properly compensated, they did not receive proper overtime compensation for all hours worked
26 over nine hours in any workday and for all hours worked more than forty-five hours in the
27 workweek with respect to personal attendants and they did not receive proper overtime
28

1 compensation for all hours worked over eight hours in any workday and for all hours worked more
2 than 40 hours in the workweek as to other non-exempt employees.

3 38. As mentioned, Plaintiff is informed and believes, and based thereon alleges that,
4 Defendants required Plaintiff and other Similarly Situated Employees to download and use the
5 ClearCare app on their personal cell phones as part of their regular duties. Defendants required
6 Plaintiff and other Similarly Situated Employees to use the ClearCare app to, among other things,
7 to view their schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed
8 for the clients. Plaintiff and other Similarly Situated Employees were required to expend their
9 personal minutes and data to use the ClearCare app on their personal phones. Defendants did not,
10 however, reimburse Plaintiff and other Similarly Situated Employees for the use of their cell
11 phones for work-related use. Moreover, Plaintiff and other Similarly Situated Employees were
12 required to use their personal cell phones to respond to text messages and phone calls from
13 superiors and to report tasks during and after their scheduled shift hours. Thus, Defendants
14 required that Plaintiff and other Similarly Situated Employees to utilize their personal cell phones
15 in the discharge of their duties without providing reimbursement. As such, Plaintiff and other
16 Similarly Situated Employees did not receive any reimbursement for the use of their personal cell
17 phones, as required by California law.

18 39. Additionally, Defendants required Plaintiff and on information and belief, other
19 Similarly Situated Employees to wear prescribed uniforms on the job and required Plaintiff and on
20 information and belief, other Similarly Situated Employees to purchase said uniforms from
21 Defendants without reimbursement, in violation of California law. Defendants deducted the costs
22 of such uniforms from the employees' wages and did not reimburse employees for the full costs of
23 the uniforms. Defendants further required Plaintiff, and other Similarly Situated Employees to
24 maintain, including cleaning/laundrying, the employer-mandated uniforms. Defendants failed to
25 reimburse Plaintiff and other Similarly Situated Employees for the costs associating with
26 maintaining and cleaning the uniforms. Defendants did not furnish the uniforms and/or pay for its
27 upkeep. As a result, Defendants failed to reimburse Plaintiff and other Similarly Situated
28 Employees for necessary business expenditures they incurred, including cell phones and uniforms

1 required for the performance of their duties. Despite Defendants' knowledge that Plaintiff and, on
2 information and belief, other Similarly Situated Employees, were required to and did incur these
3 expenses, Defendants failed to provide appropriate reimbursement for these expenses, in violation
4 of Labor Code § 2802.

5 40. Defendants did not and are not keeping accurate records or work hours for Plaintiff
6 and, information and belief, other Similarly Situated Employees. Moreover, Defendants failed to
7 accurately record Plaintiff's and, on information and belief, other Similarly Situated Employees'
8 hours worked, including but not limited to, Defendants failure to record the proper beginning and
9 end of each work period, the total hours worked during the pay period, the applicable rates of pay,
10 and the wages paid. For example, meal breaks were not accurately recorded on time records in
11 violation of the Wage Order. As a direct consequence of Defendants' illegal policies, Defendants
12 did not keep accurate records of the actual hours that Plaintiff and, on information and belief, other
13 Similarly Situated Employees were under the control of Defendants, including, but not limited to,
14 time suffered and permitted to work, as well as all wages earned.

15 41. Defendants similarly failed to provide Plaintiff and, upon information and belief,
16 other Similarly Situated Employees with accurate itemized wage statements. Defendants violated
17 Labor Code § 226(a) by issuing wage statements to Plaintiff and to other Similarly Situated
18 Employees that did not include: (1) the correct total regular and overtime hours worked, (2) the
19 correct amount of gross and net wages earned, and (3) all applicable hourly rates and the
20 corresponding number of hours worked at each hourly rate, as required under Labor Code section
21 226.

22 42. To this date, Defendants have not paid Plaintiff and, on information and belief,
23 other Similarly Situated Employees all wages owed, including all minimum, regular and overtime
24 wages.

25 43. Defendants failed to pay Plaintiff and, on information and belief, other Similarly
26 Situated Employees of Defendants all wages due during their employment because Defendants did
27 not pay Plaintiff and other Similarly Situated Employees all minimum, regular, and overtime
28 wages owed, within the time required by Labor Code § 204.

44. Based on the policies and practices set forth above, Defendants failed to provide Plaintiff and, on information and belief, to other Similarly Situated Employees with accurate wage statements in violation of Labor Code § 226 and to pay all final wages owed to terminated employees under Labor Code § 203.

45. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and personnel practices; and (3) the requirements of California and federal law.

46. Defendants knew or should have known that it had a duty to properly compensation Plaintiff and other Similarly Situated Employees, and it willfully, knowingly, and intentionally failed to do so in order to increase its profits.

47. Defendants knew or should have known that Plaintiff and the other Similarly Situated Employees were entitled to immediate payment of their wages upon the termination of their employment.

48. Defendants knew or should have known that it was required to keep accurate payroll records showing the hours that Plaintiff and the other Similarly Situated Employees worked.

49. Defendants knew or should have known that Plaintiff and the other Similarly Situated Employees were entitled to receive complete and accurate wage statements in accordance with California law.

50. Defendants knew or should have known that it had an obligation to pay for all hours worked by Plaintiff and the other Similarly Situated Employees, without reduction or rounding, but it willfully, knowingly, and intentionally failed to do so.

51. Defendants knew or should have known that it had an obligation to reimburse Plaintiff and other Similarly Situated Employees for business expenditures, such as cell phones and uniforms required for the performance of their jobs.

52. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly

1 engaged in an employment pattern and practice that violated Business & Professions Code §
2 17200 *et seq.* Plaintiff and, on information and belief, other Similarly Situated Employees suffered
3 damages due to Defendants' unfair, unlawful and/or fraudulent actions.

4 53. As a direct result of Defendants' violations alleged herein, Plaintiff and the other
5 Similarly Situated Employees suffered and continue to suffer losses related to the use and
6 enjoyment of wages due and owing to them, all to their respective damage in an amount to be
7 shown according to proof at trial and within the jurisdictional limitations of this Court.

8 54. Plaintiff brings Causes of Action One through Seven as a Class Action pursuant to
9 California Code of Civil Procedure § 382 on behalf of herself and all current and former non-
10 exempt employees of Defendants who were affected by Defendants' Labor Code, Business and
11 Professions Code, and IWC Wage Order violations, as alleged herein.

12 55. Plaintiff seek to represent the following Class, which is defined as:

13 **The Non-Exempt Class:**

14 "All current and former non-exempt employees who worked for
15 Defendants in the State of California at any time from September 10,
16 2016 through the present."

17 56. Plaintiff also seeks to represent the following Subclass, which is defined as:

18 **The Waiting Time Penalties Subclass:**

19 "All members of the Non-Exempt Class, whose employment with
20 Defendants ended at any time from September 10, 2017 through the
21 present."

22 57. **Reservation of Rights:** Pursuant to California Rule of Court 3.765(b), Plaintiff
23 reserve the right to amend or modify the class definitions with greater specificity, by further
24 division into subclasses, and/or limitation to particular issues.

25 58. Causes of Action One through Seven are appropriately suited for a class action
26 pursuant to § 382 of the Code of Civil Procedure because the following requirements are met:
27
28

1 **A. Numerosity and Ascertainability**

2 59. The members of the Class and Subclass are sufficiently numerous to render the
3 joinder of all their members impracticable. While Plaintiff has not yet determined the precise
4 number of members of the Class and Subclass, Plaintiff is informed and believe that the Classes
5 and Subclass likely consists of over 100 individuals. Although the exact number is currently
6 unknown to Plaintiff, this information is easily ascertainable from Defendants' time and payroll
7 records and other personnel records. The identity of the members of the Class and Subclass is also
8 readily ascertainable by review of Defendants' records, including payroll records.

9 **B. Commonality and Predominance**

10 60. Common questions of law and fact exist as to all class members and predominate
11 over any questions affecting only individual members of the Class or Subclass. Defendants
12 uniformly administered a corporate policy, practice of: (a) failing to provide accurate, itemized
13 wage statements; (b) failing to pay overtime for all hours worked; (c) failing to pay minimum
14 wages for all hours worked; (d) engaging in Unfair Business Practices in violation of the UCL, the
15 California Labor Code and the applicable Wage Orders.

16 61. The common questions of law and fact that predominate include, but are not
17 limited to:

- 18 a. Whether Defendants failed to pay Non-Exempt Class members at least
19 minimum wages and/or all regular wages owed for all hours or fractions of
20 an hour worked and under the control of Defendants;
- 21 b. Whether Defendants failed to pay Non-Exempt Class members all overtime
22 wages for all hours, or fraction of hours, worked and under the control of
23 Defendant;
- 24 c. Whether Defendants failed to indemnify Non-Exempt Class members for
25 necessary business expenses incurred in direct consequence of the discharge
26 of their duties;
- 27
- 28



- d. Whether Defendants failed to properly and accurately record and maintain records of all hours worked and wages earned by Non-Exempt Class members;
- e. Whether Defendants failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned; and
- f. Whether Defendants failed to pay Waiting Time Penalties Subclass members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

62. Plaintiff's claims are typical of the claims of all class members because Plaintiff and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff was not provided proper and accurate itemized wage statements identifying all hours worked and payment for all minimum and overtime wages, as well as premium pay for missed meal and rest breaks. Plaintiff did not get paid proper overtime compensation for all hours worked after the night hour in a workday and/or forty-five hours in a workweek. Plaintiff was not paid for all hours she worked for Defendants. Plaintiff was required to by Defendants and did purchase uniforms at his own expense, which was not reimbursed by Defendants. Plaintiff was required by Defendants to download and use the ClearCare app on her personal phone and was not reimbursed for the minutes and data that she used as part of her regular duties. As such, Plaintiff is a member of the Class and has suffered the alleged violations of the Labor Code identified herein and the applicable Wage Order. Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal policies, practices and/or common course of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

63. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the provisions of California's wage and hour laws which entitles Plaintiff and each class member to

1 similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of
2 action are the same and the remedies sought by Plaintiff and all class members are the same.

3 64. The California Labor Code upon which Plaintiff bases these claims is broadly
4 remedial in nature. These laws and labor standards serve an important public interest in
5 establishing minimum working conditions and standards in California. These laws and labor
6 standards protect the average working employee from exploitation by employers who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment.

9 65. The nature of this action and the format of laws available to Plaintiff and members
10 of the Class identified herein make the class action format a particularly efficient and appropriate
11 procedure to redress the wrongs alleged herein. If each employee were required to file an
12 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
13 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff
14 with Defendant's vastly superior financial and legal resources. Requiring each Class member to
15 pursue individual remedy would also discourage the assertion of lawful claims by employees who
16 would be disinclined to file an action against their former and/or current employer for real and
17 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

18 66. The prosecution of separate actions by the individual class members, even if
19 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to
20 individual Class members against the Defendant and which would establish potentially
21 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to
22 individual Class members which would, as a practical matter, be dispositive of the interest of the
23 other Class members not parties to the adjudications or which would substantially impair or
24 impede the ability of the Class members to protect their interests. Further, the claims of the
25 individual members of the Class are not sufficiently large to warrant vigorous individual
26 prosecution considering all of the concomitant costs and expenses.

27 67. Such a pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation described herein is unlawful and creates an entitlement to recovery

1 by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid
2 minimum wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and
3 costs of suit according to the mandate of California Labor Code §§ 201-204, 210, 226, 226.3, 450-
4 451, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1454, 2802, California Business and
5 Professions Code section 17200, *et seq.*, the provisions of the applicable IWC Wage Order and
6 Code of Civil Procedure § 1021.5.

7 68. Proof of a common business practice or factual pattern, which the named Plaintiff
8 experienced and is representative of, will establish the right of each of the members of the Class to
9 recovery on the causes of action alleged herein.

10 69. The Class is commonly entitled to a specific fund with respect to the compensation
11 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those
12 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire
13 class and will result in the creation of a common fund.

14 **D. Adequacy of Representation**

15 70. Plaintiff has no fundamental conflict of interest with the Class or Subclass she
16 seeks to represent. Plaintiff will adequately protect the interests of all class members because it is
17 in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and
18 penalties due to him and putative class members. The named Plaintiff is fully prepared to take all
19 necessary steps to represent fairly and adequately the interest of the class defined above.

20 71. Plaintiff retained attorneys who are experienced employment law litigators with
21 significant wage and hour and class action experience. Plaintiff's attorneys are ready, willing and
22 able to fully and adequately represent the class and the individual Plaintiff.

23 **E. Superiority of Class Action**

24 72. Plaintiff believes a class action is a superior method of litigation for the fair and
25 efficient adjudication of this controversy. Individual joinder of all class members is not
26 practicable. Class action treatment will allow similarly situated employees to litigate their claims
27 in the manner that is most efficient and economical for the parties and the judicial system.

73. Plaintiff know of no difficulty that might be encountered in the management of this suit, which would preclude maintenance as a class action.

FIRST CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment and During Employment

(Violation of Labor Code §§ 201-204)

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class and the Waiting Time Penalties Subclass Against all Defendants, Except Defendants Prescott and Sanchez]

74. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

75. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 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. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

76. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

77. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiff, the Non-Exempt Class and Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, as well as all meal period premiums and rest period premiums owed within the time required by Labor Code §§ 201, 202, and 204 as applicable.

78. To date, Plaintiff has not yet received all wages due and payable, including but not limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium

wages owing to him. On information and belief, members of the Non-Exempt Class and Waiting Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing to them.

79. As a direct result of Defendants' violations alleged herein, Plaintiff, the Non-Exempt Class and the Waiting Time Penalties Subclass members suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages

(Violation of Labor Code §§ 558, 1194, and 1197, 1197.1)

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

80. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

81. This cause of action is brought pursuant to Labor Code §§ 558, 1194, and 1197, and 1197.1, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek or less than nine hours in a day and/or less than 45 hours in a workweek with respect to personal attendants.

82. As a pattern and practice, Defendants suffered and permitted employees to work without payment of minimum wages for all hours worked in a workday and workweek.

83. Defendants used an illegal time shaving and/or rounding policies which resulted in time during which Plaintiff and other Similarly Situated Employees were subject to the control of Defendants but were not paid wages for that time. Specifically, Defendants had a policy and/or practice of unlawfully rounding Plaintiff's and other Similarly Situated Employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Plaintiff and other Similarly Situated Employees. For example, if Plaintiff's and

1 other Similarly Situated Employees' shift was scheduled to start at 6:00 p.m. but they clocked in at
2 5:51 p.m., Defendants' illegal rounding policy would round the employees' official clock in time
3 to 6:00 p.m. Defendants' paid Plaintiff and other Similarly Situated Employees based on
4 Plaintiff's and other Similarly Situated Employee's rounded time and not their actual time
5 punches. Over a period of time, Defendants' illegal policy resulted in systematically
6 undercompensating Plaintiff and other Similarly Situated Employees to the detriment of Plaintiff
7 and other Similarly Situated Employees and to the benefit of Defendants. As such, Defendants
8 failed to pay Plaintiff and other Similarly Situated Employees for all the hours that they worked
9 without reduction or rounding. Additionally, Defendants would contact Plaintiff and on
10 information and belief, other Similarly Situated Employees on weekends and days off, while off-
11 the-clock, and they would not compensate them for that time worked. As a result of Defendants'
12 illegal practices and/or policies, Plaintiff and other Similarly Situated Employees did not receive
13 the statutory minimum wage for all time suffered or permitted to work because they were not
14 properly compensated, they did not receive proper overtime compensation for all hours worked
15 over nine hours in any workday and for all hours worked more than forty-five hours in the
16 workweek with respect to personal attendants and they did not receive proper overtime
17 compensation for all hours worked over eight hours in any workday and for all hours worked more
18 than 40 hours in the workweek as to other non-exempt employees.

19 84. As a result, Plaintiff and the Non-Exempt Class did not receive the statutory
20 minimum wage for all time suffered or permitted to work because they were not properly
21 compensated. Defendant had a uniform corporate pattern and practice and procedure regarding
22 the above practices in violation of Labor Code §§ 558, 1194, 1197 and 1197.1.

23 85. Such a pattern, practice and uniform administration of corporate policy regarding
24 illegal employee compensation as described herein is unlawful and creates an entitlement to
25 recovery by Plaintiff and the Non-Exempt Class in a civil action, for the unpaid balance of the full
26 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit
27 according to the mandate of California Labor Code §§ 218.5, 558, 1194, 1197 and 1197.1.

86. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all minimum wages due and owing Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

Failure to Pay Overtime

(Violation of Labor Code §§ 510, 558, 1194, 1197.1 and 1454)

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

87. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

88. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, 1197.1, and 1454 which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek and nine hours in a day and/or less than 45 hours in a workweek with respect to personal attendants.

89. Defendants used an illegal time shaving and/or rounding policies which resulted in time during which Plaintiff and other Similarly Situated Employees were subject to the control of Defendants but were not paid wages for that time. Specifically, Defendants had a policy and/or practice of unlawfully rounding Plaintiff's and other Similarly Situated Employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Plaintiff and other Similarly Situated Employees. For example, if Plaintiff's and other Similarly Situated Employees' shift was scheduled to start at 6:00 p.m. but they clocked in at 5:51 p.m., Defendants' illegal rounding policy would round the employees' official clock in time to 6:00 p.m. Defendants' paid Plaintiff and other Similarly Situated Employees based on Plaintiff's and other Similarly Situated Employee's rounded time and not their actual time

punches. Over a period of time, Defendants' illegal policy resulted in systematically undercompensating Plaintiff and other Similarly Situated Employees to the detriment of Plaintiff and other Similarly Situated Employees and to the benefit of Defendants. As such, Defendants failed to pay Plaintiff and other Similarly Situated Employees for all the hours that they worked without reduction or rounding. Additionally, Defendants would contact Plaintiff and on information and belief, other Similarly Situated Employees on weekends and days off, while off-the-clock, and they would not compensate them for that time worked. As a result of Defendants' illegal practices and/or policies, Plaintiff and other Similarly Situated Employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, they did not receive proper overtime compensation for all hours worked over nine hours in any workday and for all hours worked more than forty-five hours in the workweek with respect to personal attendants and they did not receive proper overtime compensation for all hours worked over eight hours in any workday and for all hours worked more than 40 hours in the workweek as to other non-exempt employees.

90. As a result, Plaintiff and the Non-Exempt Class did not receive the statutory overtime wage for all time suffered or permitted to work because they were not properly compensated. Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code §§ 510, 558, 1194 and 1454.

91. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Non-Exempt Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

92. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all overtime wages due and owing Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

Improper Wage Statements

(Violation of Labor Code § 226)

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants, Except Defendants Prescott and Sanchez]

93. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

94. Defendant failed in its affirmative obligation to provide accurate itemized wage statements. Defendant, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and the Class.

95. Here, Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the number of hours worked and the applicable hourly rates, pursuant to Labor Code § 226(a)(9). Defendants similarly failed to provide Plaintiff and the Non-Exempt Class with accurate itemized wage statements. Additionally, Defendants violated Labor Code § 226(a) by issuing wage statements that did not include: (1) the correct total regular and overtime hours worked, (2) the correct amount of gross and net wages earned, and (3) all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Plaintiff and the Non-Exempt Class by not accurately reflecting the hours worked.

96. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FIFTH CAUSE OF ACTION

Failure To Reimburse Business Expenses

(Violation of Labor Code §§ 450, 451 and 2802)

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants, Except Defendants Prescott and Sanchez]

97. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

98. Labor Code § 450 prohibits an employer from coercing an employee to purchase anything of value from the employer. Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties of employment.

99. Labor Code § 2802(b) states, “[a]ll awards made by a court ... for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure including, but not limited to, reasonable costs and attorney’s fees incurred by the employee in enforcing their rights granted pursuant to Labor Code § 2802. The exact amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

100. Furthermore, Labor Code § 2802(c) states, “[f]or the purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

101. Plaintiff and the Non-Exempt Class incurred expenses in direct consequence of the discharge of their duties of employment with Defendants, but Defendants failed to adequately reimburse them for such expenses.

102. As mentioned, Defendants required Plaintiff and other Similarly Situated Employees to download and use the ClearCare app on their personal cell phones as part of their regular duties. Defendants required Plaintiff and other Similarly Situated Employees to use the ClearCare app to, among other things, to view their schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed for the clients. Plaintiff and other Similarly Situated

1 Employees were required to expend their personal minutes and data to use the ClearCare app on
2 their personal phones. Defendants did not, however, reimburse Plaintiff and other Similarly
3 Situated Employees for the use of their cell phones for work-related use. Moreover, Plaintiff and
4 other Similarly Situated Employees were required to use their personal cell phones to respond to
5 text messages and phone calls from superiors and to report tasks during and after their scheduled
6 shift hours. Thus, Defendants required that Plaintiff and other Similarly Situated Employees to
7 utilize their personal cell phones in the discharge of their duties without providing reimbursement.
8 As such, Plaintiff and other Similarly Situated Employees did not receive any reimbursement for
9 the use of their personal cell phones, as required by California law.

10 103. Additionally, Defendants required Plaintiff and on information and belief, other
11 Similarly Situated Employees to wear prescribed uniforms on the job and required Plaintiff and on
12 information and belief, other Similarly Situated Employees to purchase said uniforms from
13 Defendants without reimbursement, in violation of California law. Defendants deducted the costs
14 of such uniforms from the employees' wages and did not reimburse employees for the full costs of
15 the uniforms. Defendants further required Plaintiff, and other Similarly Situated Employees to
16 maintain, including cleaning/laundrying, the employer-mandated uniforms. Defendants failed to
17 reimburse Plaintiff and other Similarly Situated Employees for the costs associating with
18 maintaining and cleaning the uniforms. Defendants did not furnish the uniforms and/or pay for its
19 upkeep. As a result, Defendants failed to reimburse Plaintiff and other Similarly Situated
20 Employees for necessary business expenditures they incurred, including cell phones and uniforms
21 required for the performance of their duties. Despite Defendants' knowledge that Plaintiff and, on
22 information and belief, other Similarly Situated Employees, were required to and did incur these
23 expenses, Defendants failed to provide appropriate reimbursement for these expenses, in violation
24 of Labor Code § 2802. Defendants also coerced Plaintiff and on information and belief, other
25 Similarly Situated Employees to purchase items of value from Defendants.

26 104. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-
27 Exempt Class suffered and continue to suffer, substantial losses related to Defendants' failure to
28 indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost

1 interest on such monies and expenses, and attorney's fees and costs in seeking to compel
2 Defendants to fully perform its obligations under state law, all to their respective damage in
3 amounts according to proof at trial and within the jurisdictional limitations of this Court.

4 105. Plaintiff seek to recover in a civil action to the fullest extent permissible all
5 available remedies including but not limited to the unpaid balance of the indemnification from
6 Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's
7 fees and costs of suit, declaratory relief, and any other permitted remedies including those
8 permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact
9 amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at
10 time of trial.

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Maintain Records**

13 (Violation of Labor Code § 1174, 1174.5, and 1198.5)

14 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**
15 **Defendants, Except Defendants Prescott and Sanchez]**

16 106. Plaintiff restates and incorporates by reference all above stated paragraphs as
17 though set forth herein.

18 107. Labor Code § 1174 required Defendants to "[k]eep, at a central location in the state
19 or at the plants or establishments at which employees are employed, payroll records showing the
20 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
21 any applicable piece rate paid to, employees employed at the respective plants or establishments."

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

27 109. Labor Code § 1198.5 required Defendants to maintain a copy of each employee's
28 personnel records for a period of not less than three years after termination of employment.

110. As alleged herein, Defendants did not and are not keeping accurate records or work hours for Plaintiff and the Non-Exempt Class. Moreover, Defendants failed to accurately record Plaintiff's and the Non-Exempt Class' hours worked, including but not limited to, Defendants failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. As a direct consequence of Defendants' illegal policies, Defendants did not keep accurate records of the actual hours that Plaintiff and the Non-Exempt Class were under the control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned.

111. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Non-Exempt Class in a civil action for penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 1174.5 and 1198.5.

SEVENTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

112. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

113. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

114. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to pay Plaintiff and the Non-Exempt Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (ii) failure to indemnify Plaintiff and the Non-Exempt Class for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (iii) failure to maintain accurate records of the hours that Plaintiff and the Non-Exempt Class worked while employed by Defendants; (iv) failure to provide

Plaintiff and the Non-Exempt Class with accurate itemized wage statements; and (v) failure to timely pay Plaintiff and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants.

115. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

116. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

117. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

EIGHT CAUSE OF ACTION

Violation of Labor Code § 2698, et seq.

[Alleged by Plaintiff, Individually, and On Behalf of the Aggrieved Employees Against all Defendants]

118. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

119. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of herself and all other Aggrieved Employees from July 21, 2019 through the present.

120. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations committed against her. Therefore, Plaintiff is an "aggrieved employee" under PAGA because the alleged violators employed her and they had one or more of the alleged violations committed against her. As such, Plaintiff is properly suited to represent the interests of other Aggrieved Employees in a PAGA Representative action.

1 121. Plaintiff brings this cause of action as a proxy for the State of California and in this
2 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
3 Labor Code §§ 201-204, 210, 226, 226.3, 450-451, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
4 1198, 1454, 2802.

5 122. For all provisions of the Labor Code for which a civil penalty is not specifically
6 provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of
7 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
8 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
9 subsequent violation.

10 123. The Cause of Action alleged herein is appropriately suited for a Labor Code Private
11 Attorneys General Act of 2004 ("PAGA") action because:

12 a. Pursuant to California Labor Code section 2699(a), any provision of the
13 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
14 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
15 employees, for a violation of the California Labor Code, may, as an alternative, be recovered through
16 a civil action brought by an aggrieved employee on behalf of himself or herself and all other current
17 or former employees pursuant to the procedures specified in section 2699;

18 b. This action involves allegations of violations of provisions of the California
19 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the
20 LWDA or any departments, divisions, commissions, boards, agencies or employees;

21 c. Plaintiff is an "aggrieved employee" because she was employed by the
22 alleged violators and had one or more of the alleged violations committed against her;

23 d. On or about July 21, 2020, Plaintiff satisfied the procedural requirements of
24 section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his
25 notice for wage and hour violations and penalties, including the facts and theories to support each
26 violation. On September 10, 2020, Plaintiff provided an amended notice to the LWDA and by U.S.
27 Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have
28 been violated, including the facts and theories to support the alleged violations. True and correct

1 copies of Plaintiff's PAGA notice and amended PAGA notice are attached hereto as **EXHIBIT 1**.
2 Plaintiff has not received an LWDA notice within sixty-five (65) calendar days of the date of
3 Plaintiff's notice.

4 e. Therefore, Plaintiff CARROLL satisfied all the administrative requirements
5 to pursue civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

6 f. Plaintiff files this action pursuant to Labor Code section 2699(a) and (f), on
7 behalf of herself and all other aggrieved employees of Defendants to recover civil penalties,
8 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code
9 sections 558 and 1197.1.

10 g. Defendants were Plaintiff's employers or persons acting on behalf of
11 Plaintiff's employer, within the meaning of California Labor Code section 558, who violated or
12 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
13 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
14 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
15 at all relevant times.

16 h. Defendants were Plaintiff's employers or persons acting on behalf of
17 Plaintiff's employer either individually or as an officer, agent, or employee of another person, within
18 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
19 employee a wage less than the minimum fixed by California state law, and as such, are subject to
20 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
21 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

22 i. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf
23 of herself and all other Aggrieved Employees of Defendants in California including, but not limited
24 to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

25 124. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs
26 incurred herein.

27 125. Plaintiff seeks to recover civil penalties on behalf of herself and other Aggrieved
28 Employees for Defendants' violations of the Labor Code, including but not limited to Defendants'

violations of Labor Code sections §§ 201-204, 210, 226, 226.3, 450-451, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1454, and 2802 pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, 1454 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

As to the First and Second Causes of Action

(Wages Not Paid Upon Termination and By The Appropriate Time Period)

5. For statutory penalties pursuant to California Labor Code §§ 203 and 210;
6. For reasonable attorneys' fees and for costs of suit incurred herein; and
7. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second and Third Causes of Action

(Failure to Pay Minimum and Overtime Wages)

8. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510, 1194, and 1454 and such general and special damages as may be appropriate;
9. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;
10. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;

11. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

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

As to the Fourth Cause of Action

(Improper Wage Statements)

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

14. For statutory penalties pursuant to California Labor Code § 226(a);

15. For reasonable costs and attorneys' fees pursuant to California Labor Code § 226(e); and

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

As to the Fifth Cause of Action

(Failure to Reimburse Business Expense)

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

18. For pre-judgment interest on the business expenditures under California Labor Code § 2802(b);

19. For reasonable costs and attorneys' fees pursuant to California Labor Code § 2802(c); and

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

As to the Sixth Cause of Action

(Failure to Maintain Records)

21. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5

22. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);

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

As to the Seventh Cause of Action

(Unfair Competition)

24. The disgorgement of any and all “unpaid wages” and incidental losses, according to proof;

25. For restitution of “unpaid wages” to Plaintiff and all Non-Exempt Class members and prejudgment interest from the day such amounts were due and payable;

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

27. For reasonable attorneys’ fees that Plaintiff and other Non-Exempt Class members are entitled to recover under California Civil Procedure § 1021.5;

28. For costs of suit incurred herein; and

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

As to the Eight Cause of Action

(PAGA)

30. For reasonable attorneys’ fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*

31. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;

32. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and

33. For such other relief as the Court deems just and proper.

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Dated: January 6, 2021

ARIN | JAMES LLP



By: _____
ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for OREYDA PARAMO-DOMIO

PLAINTIFF OREYDA PARAMO-DOMIO DEMANDS A JURY TRIAL

Dated: January 6, 2021

ARIN | JAMES LLP



By: _____
ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for OREYDA PARAMO-DOMIO



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

July 21, 2020

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail / Return Receipt Requested

Carter Jordan Prescott
Agent for Service of Process for, Director
and Chief Executive Officer of
Prescott Sanchez, Inc.
1963 Kinclair Drive
Pasadena, CA 91107

Prescott Sanchez, Inc.
200 E. Del Mar Blvd., Suite 350
Pasadena, CA 91105

Gregorio Valentine Sanchez, Jr.
Director and Officer of Prescott Sanchez, Inc.
Prescott Sanchez, Inc.
1963 Kinclair Drive
Pasadena, CA 91107

Re: **Oreyda Paramo-Domio's Wage and Hour Claims Against Prescott Sanchez, Inc., Carter Jordan Prescott and Gregorio Valentine Sanchez, Jr.**

Dear Labor and Workforce Development Agency, Prescott Sanchez, Inc. and Misters. Prescott and Sanchez, Jr.:

Please be advised that Oreyda Paramo-Domio ("Ms. Paramo") has retained our firm to represent her for claims against her former employer Prescott Sanchez, Inc. and Misters. Prescott and Sanchez, Jr. (collectively "Prescott Sanchez"). This correspondence shall serve as Ms. Paramo's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Paramo and all other aggrieved employees



against Prescott Sanchez. Ms. Paramo provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2699.3.

Ms. Paramo desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Paramo also intends to represent all other non-exempt employees who performed work for Prescott Sanchez in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Ms. Paramo alleges that Prescott Sanchez committed the following against her and all other non-exempt employees in California:

Factual Background:

Prescott Sanchez, Inc. is a California corporation providing in-home senior care services in the southern California area. Misters. Prescott and Sanchez are owners and officers of Prescott Sanchez, Inc. Ms. Paramo is informed and believes, and based thereon alleges, that Prescott Sanchez, Inc. also does business under the fictitious business name of “Home Instead Senior Care.” Prescott Sanchez employed Ms. Paramo as a personal attendant, a non-exempt position, from approximately April 13, 2019 to January 8, 2020.

Ms. Paramo’s hours varied but she generally worked 4 hours on Mondays, Wednesdays, Thursdays and Fridays, 3 hours on Tuesdays and 9 hours on Saturdays. She also covered other’s employee’s shifts when they called in. Ms. Paramo was also on-call 24 hours a day. Ms. Paramo worked at various locations in and around the Los Angeles County area.

Prescott Sanchez’s Labor Code and IWC Wage Order Violations:

Prescott Sanchez denied Ms. Paramo and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). For example, Prescott Sanchez failed to pay Ms. Paramo and other non-exempt employees for all hours worked, failed to timely pay Ms. Paramo and other non-exempt employees all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment.



Specifically, Prescott Sanchez committed the following Labor Code violations against Ms. Paramo and other non-exempt employees:

1. Prescott Sanchez violated Labor Code §§ 558, 1194, 1197, 1197.1, and 1454 and the applicable Wage Order by not paying Ms. Paramo and other non-exempt employees their minimum wage for all hours worked and/or overtime pay for all hours worked over nine hours in any workday and for all hours worked more than 45 hours in the workweek. Specifically, Prescott Sanchez required Ms. Paramo and other non-exempt employees to download and use the ClearCare app on their personal cell phones as part of their regular duties. Prescott Sanchez required Ms. Paramo and other non-exempt employees to use the ClearCare app to, among other things, view their schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed for the clients. Prescott Sanchez required Ms. Paramo and other non-exempt employees to enter the tasks they completed for the client into the ClearCare app at the end of their shifts. The ClearCare app, however, prompted Ms. Paramo and other non-exempt employees to clock out of their shift in order to enter tasks completed for the client during their shifts. Ms. Paramo and other non-exempt employees would spend approximately 5 to 10 minutes entering the tasks completed for the client on the ClearCare app after they had clocked out for the shift. Occasionally, Ms. Paramo and other non-exempt employees spent significantly more time to enter tasks completed for the client after they had clocked out because the app would fail to work and Ms. Paramo and other non-exempt employees would have to call Prescott Sanchez to verbally inform them of the tasks completed. Ms. Paramo and other non-exempt employees were not paid for the time they spent entering their tasks completed for the client after clocking out. The time Ms. Paramo and other non-exempt employees spent inputting tasks into the ClearCare app after clocking out was compensable time that Ms. Paramo and other non-exempt employees should have been paid for. Moreover, Prescott Sanchez had a policy and/or practice of unlawfully rounding Ms. Paramo's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Prescott Sanchez's rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Ms. Paramo and other non-exempt employees. Additionally, Prescott Sanchez would contact Ms. Paramo and other non-exempt employees on weekends and days off, while off-the-clock, and they would not compensate them for that time worked. As a result, Ms. Paramo and other non-exempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked over nine hours in any workday and for all hours worked more than 45 hours in the workweek.

2. Prescott Sanchez violated Labor Code § 226(a) and the applicable Wage Order by issuing wage statements that did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all



applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. As such, Prescott Sanchez violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Paramo and other non-exempt employees by not accurately reflecting the hours worked on the paystubs.

3. Prescott Sanchez violated Labor Code sections 201-204, 210, 1194, 1194.2, 1198 and the applicable Wage Order by failing to pay all wages during employment and upon separation of employee to Ms. Paramo and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Ms. Paramo and other non-exempt employees for the time spent entering tasks completed after clocking out, as well as minimum and overtime wages for all hours worked.

4. Prescott Sanchez violated Labor Code §§ 1174, 1174.5, 1198 and the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Prescott Sanchez's failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay and the wages paid.

5. Prescott Sanchez violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. Prescott Sanchez required Ms. Paramo and other non-exempt employees to download and use the ClearCare app on their personal cell phones as part of their regular duties. Prescott Sanchez required Ms. Paramo and other non-exempt employees to use the ClearCare app to, among other things, to view their schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed for the clients. Ms. Paramo and other non-exempt employees were required to expend their personal minutes and data to use the ClearCare app on their personal phones. Prescott Sanchez did not, however, reimburse Ms. Paramo and other non-exempt employees for the use of their cell phones for work-related use. Moreover, Ms. Paramo and other non-exempt employees were required to use their personal cell phones to respond to text messages and phone calls from superiors and to report tasks during and after their scheduled shift hours. Thus, Prescott Sanchez required that Ms. Paramo and other non-exempt employees to utilize their personal cell phones in the discharge of their duties without providing reimbursement. As such, Ms. Paramo and other non-exempt employees did not receive any reimbursement for the use of their personal cell phones, as required by California law. Additionally, Prescott Sanchez required Ms. Paramo and other non-exempt employees to wear prescribed uniforms on the job and required Ms. Paramo and other non-exempt employees to purchase said uniforms from Prescott Sanchez without

California Labor and Workforce Development Agency
Carter Jordan Prescott
Prescott Sanchez, Inc.
Gregorio Valentine Sanchez, Jr.
July 21, 2020
Page 5 of 5



reimbursement, in violation of California law. Prescott Sanchez did not furnish the uniforms and/or pay for its upkeep.

Ms. Paramo will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of herself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Paramo becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Prescott Sanchez, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 10, 2020

Amended Notice

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail / Return Receipt Requested

Carter Jordan Prescott
Agent for Service of Process for, Director
and Chief Executive Officer of
Prescott Sanchez, Inc.
1963 Kinclair Drive
Pasadena, CA 91107

Prescott Sanchez, Inc.
200 E. Del Mar Blvd., Suite 350
Pasadena, CA 91105

Gregorio Valentine Sanchez, Jr.
Director and Officer of Prescott Sanchez, Inc.
Prescott Sanchez, Inc.
1963 Kinclair Drive
Pasadena, CA 91107

Re: **Oreyda Paramo-Domio's Wage and Hour Claims Against Prescott
Sanchez, Inc., Carter Jordan Prescott and Gregorio Valentine
Sanchez, Jr.; LWDA-CM- 799372-20**

Dear Labor and Workforce Development Agency, Prescott Sanchez, Inc. and Misters.
Prescott and Sanchez, Jr.:

Please be advised that Oreyda Paramo-Domio ("Ms. Paramo") has retained our
firm to represent her for claims against her former employer Prescott Sanchez, Inc. and
Misters. Prescott and Sanchez, Jr. (collectively "Prescott Sanchez"). This
correspondence shall serve as Ms. Paramo's amended written notice under Labor Code



§ 2699.3 of the claims asserted on behalf of Ms. Paramo and all other aggrieved employees against Prescott Sanchez. Ms. Paramo provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2699.3.

Ms. Paramo desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Paramo also intends to represent all other non-exempt employees who performed work for Prescott Sanchez in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

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Specifically, Prescott Sanchez committed the following Labor Code violations against Ms. Paramo and other non-exempt employees:

1. Prescott Sanchez violated Labor Code §§ 510, 558, 1194, 1197, 1197.1, and 1454 and the applicable Wage Order by not paying Ms. Paramo and other non-exempt employees their minimum wage for all hours worked, overtime pay for all hours worked over nine hours in any workday and for all hours worked more than 45 hours in the workweek with respect to personal attendants and overtime pay for all hours worked over eight hours in any workday and for all hours worked more than 40 hours in the workweek with respect to other non-exempt employees. Specifically, Prescott Sanchez required Ms. Paramo and other non-exempt employees to download and use the ClearCare app on their personal cell phones as part of their regular duties. Prescott Sanchez required Ms. Paramo and other non-exempt employees to use the ClearCare app to, among other things, view their schedules; obtain shifts; clock in and out for their shifts; and enter tasks completed for the clients. Prescott Sanchez required Ms. Paramo and other non-exempt employees to enter the tasks they completed for the client into the ClearCare app at the end of their shifts. The ClearCare app, however, prompted Ms. Paramo and other non-exempt employees to clock out of their shift in order to enter tasks completed for the client during their shifts. Ms. Paramo and other non-exempt employees would spend approximately 5 to 10 minutes entering the tasks completed for the client on the ClearCare app after they had clocked out for the shift. Occasionally, Ms. Paramo and other non-exempt employees spent significantly more time to enter tasks completed for the client after they had clocked out because the app would fail to work and Ms. Paramo and other non-exempt employees would have to call Prescott Sanchez to verbally inform them of the tasks completed. Ms. Paramo and other non-exempt employees were not paid for the time they spent entering their tasks completed for the client after clocking out. The time Ms. Paramo and other non-exempt employees spent inputting tasks into the ClearCare app after clocking out was compensable time that Ms. Paramo and other non-exempt employees should have been paid for. Moreover, Prescott Sanchez had a policy and/or practice of unlawfully rounding Ms. Paramo's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Prescott Sanchez's rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Ms. Paramo and other non-exempt employees. Additionally, Prescott Sanchez would contact Ms. Paramo and other non-exempt employees on weekends and days off, while off-the-clock, and they would not compensate them for that time worked. As a result, Ms. Paramo and other non-exempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked over nine hours in any workday and for all hours worked more than 45 hours in the workweek with respect to personal attendants



and overtime compensation for all hours worked over eight hours in any workday and for all hours worked more than 40 hours in the workweek as to other non-exempt employees.

2. Prescott Sanchez violated Labor Code § 226(a) and the applicable Wage Order by issuing wage statements that did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. As such, Prescott Sanchez violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Paramo and other non-exempt employees by not accurately reflecting the hours worked on the paystubs.

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4. Prescott Sanchez violated Labor Code §§ 1174, 1174.5, 1198 and the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Prescott Sanchez's failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay and the wages paid.

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their personal cell phones in the discharge of their duties without providing reimbursement. As such, Ms. Paramo and other non-exempt employees did not receive any reimbursement for the use of their personal cell phones, as required by California law. Additionally, Prescott Sanchez required Ms. Paramo and other non-exempt employees to wear prescribed uniforms on the job and required Ms. Paramo and other non-exempt employees to purchase said uniforms from Prescott Sanchez without reimbursement, in violation of California law. Prescott Sanchez did not furnish the uniforms and/or pay for its upkeep.

Ms. Paramo will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of herself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Paramo becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Prescott Sanchez, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian
James Demerjian

an/jd

PROOF OF SERVICE

Paramo v. Prescott Sanchez, Inc., et al.
Los Angeles Superior Court Case Number 20STCV34809

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 100 North Brand Boulevard, Suite 620, Glendale, California 91203.

On , I served true copies of the following document(s) described as **Plaintiff's First Amended Complaint** on the interested parties in this action as follows:

Attorneys for Defendants:

CDF LABOR LAW LLP

Joel Van Parys,

jvanparys@cdfsflaborlaw.com

Dalia Z. Khatib, State Bar No. 323712

dkhatib@cdfsflaborlaw.com

900 University Avenue, Suite 200

Sacramento, CA 95825

Telephone: (916) 361-0991

LEGALLY NANNY®

Robert E. King,

info@legallynanny.com

37 Trailwood

Irvine, CA 92620-1216

Telephone: (714) 336-8864

Facsimile: (714) 389-3971

On the date above, I electronically served the documents listed above to the recipients on this service list pursuant to C.C.P. section 1010.6 and the Court's order for electronic service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 6, 2021, at Glendale, California.



Arin Norijanian