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By Paul R. Cruz, Deputy

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Attorneys for Plaintiff and the Putative Class

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

CORRINA F. GONZALES, on behalf of
herself and all others similarly situated, and on
behalf of the general public,

Plaintiff,

vs.

CENTRELAKE MEDICAL GROUP, INC., a
Professional Corporation, aka Centrelake
Imaging & Oncology; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO.: 20STCV26797

FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF,
DECLARATORY RELIEF, PENALTIES
AND RESTITUTION:

1. Failure to pay all Minimum Wages Based on all Requisite Work Hours (Cal. Lab. Code §§ 1182.12, 1194 *et seq.*, 1194 *et seq.*, 1197 *et seq.*);
2. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and Cal. IWC Wage Order 7-2001);
3. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7, 512, and Cal. IWC Wage Order 7-2001);
4. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code §§ 226, 1174, and Cal. IWC Wage Order 7-2001);
5. Waiting Time Penalties (Cal. Lab. Code §§ 201-203);
6. Violation of Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Violation of the Private Attorneys General Act of 2004 (the "PAGA") (Cal. Labor Code, section 2698, *et seq.*).

DEMAND FOR JURY TRIAL

Exhibit 1

B & C

BELIGAN & CARNAKIS
A PARTNERSHIP

LEAH M. BELIGAN, ESQ.
CHRIS L. CARNAKIS, ESQ.

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19800 MACARTHUR BOULEVARD,
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July 13, 2020

Via Online Filing

Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

Mr. Amar Arvind Lapsi
Centrelake Medical Group, Inc.
1111 Heatherside Road
Pasadena, CA 91105

Attn: Management
Centrelake Imaging & Oncology
11426 Guasti Road
Ontario, CA 91761

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 (the "PAGA")

Dear Sir or Madam:

CLAIMANT CORRINA F. GONZALES ("Claimant") retained our law firm to represent her and other similarly situated current and former employees of CENTRELAKE MEDICAL GROUP, INC., a Professional Corporation, aka Centrelake Imaging & Oncology ("Respondent") for alleged violations of the California Labor Code. Respondent employed Claimant and other similarly situated employees throughout California (collectively, the "Aggrieved Employees"). As will be explained in detail below, Claimant alleges that Respondent violated numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.

This letter formally serves to inform Respondent of Claimant's intent to bring a cause of action for violations of the PAGA for Respondent's failure to: (1) pay the Aggrieved Employees for all wages earned; (2) pay the Aggrieved Employees for minimum wage compensation; (3) pay premiums for meal-and-rest period violations; (4) provide accurate, itemized wage statements; and (5) timely pay all wages due at the time of separation or termination of employment. During the relevant time period, Respondent failed to pay minimum wages,

provide compliant meal-and-rest periods, provide accurate wage statements, and failed to pay Claimant and the Aggrieved Employees additional wages and penalties for said violations. As a result, Respondent violated, among other statutes and regulations, Labor Code §§ 200-203, 218, 226, 226.7, 512, 558, 558.1, 1174(d), 1182.12, 1194, 1192.2, 1197, 1198, 2698 and provisions of Industrial Welfare Commission ("IWC") Wage Order 4-2001 ("Wage Order 4").

Claimant is informed and believes that said violations are ongoing, systematic and uniform. If Respondent fails to cure these alleged violations, as stated above, Claimant will bring an action against Respondent under the PAGA to recover wages and penalties as provided by California law.¹

Facts and Theories to Support the Alleged Labor Code Violations

Respondent classified Claimant and the Aggrieved Employees as nonexempt employees. Each non-exempt employee of Respondent, while having varied job titles throughout California, were and are, at all times, entitled to be paid for each hour worked, minimum wage compensation at the correct rate of pay, non-compliant meal-and-rest breaks, and given accurate wage statements, and wages for all labor performed. The Aggrieved Employees are paid on an hourly basis. During the entire course of their employment, Respondent did not pay the Aggrieved Employees all of their minimum wages. The Aggrieved Employees were also not provided uninterrupted, off-duty meal breaks of at least 30 minutes. Moreover, Respondent failed to provide the Aggrieved Employees sufficiently numerous rest breaks of at least 10-minutes every four hours worked (or major fraction thereof). Accordingly, Claimants have not been properly paid all of their wages. As a consequence of its uniform and systematic policies and practices, Respondent failed to comply with and violated Labor Code §§ 201-203, 226, 226.7, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698 and applicable IWC Wage Order(s) and California regulations.

¹ Without limitation, Claimant, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

As a result of Respondent's uniform treatment of the Aggrieved Employees, Respondent committed numerous violations of California's Labor Codes including, but not limited to: (1) failing to pay the Aggrieved Employees for all labor performed, including failing to pay an hourly wage for each and every hour worked; (2) failing to pay the Aggrieved Employees for all minimum wages; (3) failing to provide the Aggrieved Employees compliant meal-and-rest periods; (4) failing to provide the Aggrieved Employees accurate wage statements; and (5) failing to timely pay the Aggrieved Employees wages upon termination of employment.

A. Respondent Failed to: (1) pay the Aggrieved Employees for all Labor Performed; (2) Failed to pay the Aggrieved Employees an Hourly Wage for Each and Every Hour Worked; and (3) Failed to pay Them Minimum Wages for all Hours Worked.

At all times relevant, pursuant to Labor Code § 1197, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order 4.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 200(a) defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." Labor Code § 200(b) defines "labor" as all "work[] or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment."

At all times relevant, Labor Code § 218 provides that "[n]othing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article."

At all times relevant, Labor Code § 558 provides, in pertinent part, "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

At all times relevant, Labor Code § 204 provides that all wages, other than those mentioned in sections 201, 202, 204.1, or 204.2, earned by any person in any employment, are

due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

At all times relevant, Labor Code § 210 provides, in pertinent part, “every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Here, Respondent violated Labor Code §§ 200, 204, 210, 218, 558, 1182.12, 1194 and 1197. California’s General Minimum Wage Order set the minimum wage for employers with 26 employees or more at \$10.50 an hour effective January 1, 2017, at \$11.00 an hour effective January 1, 2018, at \$12.00 an hour effective January 1, 2018 and at \$13.00 an hour effective January 1, 2020. At all times relevant, Respondent had more than 26 employees but failed to pay the Aggrieved Employees their lawful minimum wages pursuant to California’s General Order. Respondent knowingly and intentionally failed to pay the Aggrieved Employees for all labor performed. Respondent also did not pay the Aggrieved Employees an hourly wage for each and every hour worked.

Labor Code § 1194.2 entitles an employee receiving less than the legal minimum wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Labor Code § 1197.1 subjects an employer or other person who caused an employee to be paid a wage less than the minimum wage to : (1) a civil penalty equal to one hundred dollars (\$100) for each underpaid employee for each pay period in which the employee is underpaid for an initial violation that is intentionally committed; (2) a civil penalty equal to two hundred fifty dollars (\$250) for a subsequent violation for the same specific offense for each underpaid employee or each pay period regardless of whether the initial violation is intentionally committed; (3) restitution of wages; and (4) liquidated damages, all payable to the employee.

Moreover, Respondent failed to tender to the Aggrieved Employees all of their earned regular wages in accordance with California law, including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

B. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty First and Second Meal Periods.

At all times relevant, Labor Code § 512 requires that each employee working at least 5 hours must be given a paid or unpaid meal period of not less than 30-consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than 30-consecutive minutes, uninterrupted, be given to each employee working at least 10 hours in any given workday.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take valid meal periods must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which valid meal periods are not provided.

Here, and as set forth above, Respondent discouraged, impeded and dissuaded Aggrieved Employees from taking compliant meal periods. Respondent pressured the Aggrieved Employees to work through their meal periods or to eat at their desk in order to complete their assignment for the benefit of Respondent's clients. Therefore, the Aggrieved Employees were not given an opportunity to take compliant meal periods. Moreover, Respondent failed to pay the Aggrieved Employees one hour of pay for instances where Respondent failed to provide the Aggrieved Employees the opportunity to take a 30-minute consecutive meal break, relieved of all duties, for shifts of 5 hours or greater, or a second meal period for shifts in excess of 10 hours. As a result of Respondent's unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

C. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty Rest Periods.

At all times relevant, Wage Order 4, which applies to the Aggrieved Employees' employment with Respondent specifically requires each nonexempt employee working at least 3.5 hours to be given a paid rest period of not less than 10-consecutive minutes, uninterrupted, where the employee is relieved of all duties. In addition, a second rest period of not less than 10-consecutive minutes must be given to each nonexempt employee working at least 6 hours in any given workday, and a third rest period for shifts in excess of 10 hours.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take a valid rest period must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which a valid rest period is not provided.

Here, and as set forth above, Respondent discouraged, dissuaded, impeded and prevented the Aggrieved Employees from recording all hours worked. Respondent encouraged and did not provide the Aggrieved Employees to take compliant rest breaks because Respondent wanted the Aggrieved Employees to work and complete their assignments. Therefore, Respondent did not provide compliant rest breaks to the Aggrieved Employees. Further, Respondent failed to pay the Aggrieved Employees one hour of pay for the numerous instances where Respondent

failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours. Respondent also failed to pay the Aggrieved Employees one hour of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a second rest period for shifts of more than 6 hours, or a third rest period for shifts in excess of 10 hours. In a nutshell, Respondent failed to make available to the Aggrieved Employees proper rest periods in compliance with California law. As a result of Respondent's unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

D. Respondent Failed to Furnish Accurate Wage Statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires Central Transport to "furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Here, Respondent violated Labor Code § 226. Respondent had a uniform policy and practice to violate said Labor Code by failing to account for all of the hours worked by the Aggrieved Employees, inaccurately setting forth the net and gross wages earned, and by failing to show premium wages for meal-and-rest break violations as detailed herein. As a result, Respondent violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Aggrieved Employees' respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, and (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

E. Respondent Failed to pay all Wages Due to the Aggrieved Employees Upon Separation or Termination of Employment.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, Respondent violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with Respondent ended, Respondent failed to pay them all of their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, Respondent failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

To date, as set forth in detail above, Respondent has failed to pay the Aggrieved Employees all of their earned regular and minimum wages, premium wages for meal-and-rest break violations, accrued interest thereon, and failed to remit the Labor Code §§ 210 and 558 penalties to be imposed as a consequence of said violations of the Labor Code.

Conclusion

Respondent have violated several California Labor Codes. Claimant request the LWDA to investigate the above allegations and provide notice of the allegations under PAGA's provisions. Alternatively, Claimant request the LWDA to inform them if it does not intend to investigate these violations, so they may include the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

BELIGAN & CARNAKIS

A handwritten signature in blue ink, appearing to read 'Chris L. Carnakis', with a stylized, flowing script.

CHRIS L. CARNAKIS

DIRECT LINE: (213) 325-0218

DIRECT FAX: (213) 325-0219

CLC/idt

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Pasadena, CA 91105

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Ontario, CA 91761

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1 1. Plaintiff CORRINA F. GONZALES (“Plaintiff”) on behalf of herself, classes of those
2 similarly situated and all aggrieved employees, hereby files this First Amended Class Action
3 Complaint (“FAC”) against defendants CENTRELAKE MEDICAL GROUP, INC. (“Defendant”),
4 and DOES 1 to 100, inclusive (collectively, “Defendants”). Plaintiff is informed and believes, and on
5 the basis of that information and belief, alleges as follows:

6 2. This is a class action pursuant to California Code of Civil Procedure, section 382 on
7 behalf of Plaintiff, and including, but not limited to, all who were classified as non-exempt, hourly
8 employees based on company records and who were not primarily employed in executive,
9 professional, or administrative capacities (hereinafter, "Non-Exempt Employees") employed by, or
10 formerly employed by, Defendants and/or subsidiaries or affiliated companies and/or DOES, within
11 the State of California.

12 3. At all times mentioned herein, the common policies and practices of Defendants
13 and/or DOES was a direct cause of Defendants’ failure to comply with the California Minimum
14 Wage Order, Wage Orders, California Regulations, and/or the California Labor Code as set forth
15 more fully within.

16 4. For at least four years prior to the filing of this action and through to the present,
17 Defendants and/or DOES required the Non-Exempt Employees within the State of California,
18 including Plaintiff, to work through meal periods and work at least five (5) hours without a meal
19 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
20 compensation for each workday that the meal period is not provided, or other compensation, as
21 required by California's state wage and hour laws.

22 5. For at least four years prior to filing this action and through the present, Defendants
23 and/or DOES did not pay the Non-Exempt Employees within the State of California, including
24 Plaintiff, for all their hours worked, including all minimum wages. California’s General Minimum
25 Wage Order set the minimum wage for employers with 26 employees or more at \$10.50 an hour
26 effective January 1, 2017, at \$11.00 an hour effective January 1, 2018, at \$12.00 an hour effective
27 January 1, 2018 and at \$13.00 an hour effective January 1, 2020. At all times relevant, Respondent
28 had more than 26 employees but failed to pay the Aggrieved Employees their lawful minimum

1 wages pursuant to California's General Order. Respondent knowingly and intentionally failed to pay
2 the Aggrieved Employees for all labor performed. Respondent also did not pay the Aggrieved
3 Employees an hourly wage for each and every hour worked.

4 6. For at least four years prior to filing of this action and through to the present,
5 Defendants and/or DOES did not provide the Non-Exempt Employees within the State of California,
6 including Plaintiff, working shifts of 10 or more hours in a day to take a second meal period of not
7 less than 30 minutes as required by the applicable Wage Orders of the Industrial Welfare
8 Commission (the applicable "IWC Wage Orders").

9 7. For at least four years prior to the filing of this action and through to the present,
10 Defendants and/or DOES have required the Non-Exempt Employees within the State of California,
11 including Plaintiff, to work over 10 hours without providing an additional, uninterrupted meal period
12 of 30 minutes and failing to pay such employees one (1) hour of pay at the employees' regular rate of
13 compensation for each workday that the meal period is not provided, or other compensation, as
14 required by California's state wage and hour laws.

15 8. For at least four years prior to the filing of this action and through to the present,
16 Defendants and/or DOES required the Non-Exempt Employees within the State of California,
17 including Plaintiff, to work for over four hours, or a major fraction thereof, without a 10 minute rest
18 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
19 compensation for each workday that the rest period is not provided, or other compensation, as
20 required by California's state wage and hour laws.

21 9. For at least four years prior to filing this action and through to the present, Defendants
22 and/or DOES have knowingly and intentionally failed to comply with the itemized employee wage
23 statement provisions and have failed to pay Plaintiff and those similarly situated compensation for
24 said violations as required by California's wage and hour laws.

25 10. For at least four years prior to the filing of this action and through to the present,
26 Defendants and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a
27 timely manner, wages owed to Plaintiff and members of the Class who left Defendant's and/or
28 DOES's employ or who were terminated.

1 11. For at least four years prior to the filing of this action and through to the present,
2 Defendants and/or DOES, by failing to lawfully pay Plaintiff and those similarly situated all the
3 wages they are owed, engaged in false, unfair, fraudulent and deceptive business practices within the
4 meaning of the Business and Professions Code, section 17200, *et seq.*

5 12. For at least the last year prior to the filing of this action and through to the present,
6 Defendants and/or DOES, by violating provisions of the Labor Code and applicable Wage Orders
7 related to failure to pay overtime compensation, the failure to provide meal periods, failure to
8 authorize and permit rest breaks, the failure to provide accurate itemized wage statements and
9 waiting time penalties, violated the Private Attorneys General Act of 2004 (the “PAGA”) (Cal.
10 Labor Code, section 2698, *et seq.*).

11 13. Plaintiff, on behalf of themselves and all Class Members, bring this action pursuant to
12 Labor Code, sections 226, Subdivision (b), 226.7, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197,
13 1197.1, 2698 and applicable IWC Wage Orders and California Code of Regulations, seeking unpaid
14 overtime, unpaid rest-and-meal period compensation, penalties, injunctive and other equitable relief,
15 and reasonable attorneys' fees and costs.

16 14. Plaintiff, on behalf of themselves and all Class Members, pursuant to Business and
17 Professions Code, sections 17200-17208, also seek injunctive relief, and restitution, from
18 Defendants and/or DOES for their failure to pay rest-and-meal period compensation.

19 15. Defendants and/or DOES own and operate one of the most extensive and effective
20 diagnostic medical imaging businesses and operate under the name, “Centrelake Imaging &
21 Oncology” in the County of Los Angeles, in the State of California, and, at all times during the
22 liability period, have conducted business in the County of Los Angeles and elsewhere within
23 California. At these sites, Defendants and/or DOES have, among other things, employed Non-
24 Exempt Employees entitled to minimum wages, as well as meal breaks and rest breaks.

25 16. Plaintiff is suing Defendants and/or DOES seeking to certify a class of Non-Exempt
26 Employees who are California citizens and who worked and/or continue to work at one of many at
27 least eight (8) locations in the County of Los Angeles, State of California as well as throughout the
28 State of California during the liability period.

17. Defendants' and/or DOES' business is staffed, inter alia, by Non-Exempt Employees. The Non-Exempt Employees have not been paid during the statutory period for all their overtime as well as all of their rest-and-meal period compensation. Plaintiff are informed and believe, and based thereon allege, Defendants and/or DOES currently employ scores of employees in the State of California as Non-Exempt Employees.

18. During the liability period, Plaintiff and members of the Plaintiff Class were employed by Defendants and/or DOES as Non-Exempt Employees. Plaintiff and the members of the Plaintiff Class were not paid all minimum wages owed and rest or meal periods or compensation in lieu thereof as mandated by the California Labor Code, and the implementing rules and regulations of the applicable IWC Wage Orders.

19. Defendants and/or DOES are and were aware that the Non-Exempt Employees were not paid all minimum wages owed, nor provided compliant rest-and-meal periods. Defendants' and/or DOES' denial of wages and other compensation due to Plaintiff and members of the Plaintiff Class in the position of Non-Exempt Employees was willful and deliberate.

20. Defendants and/or DOES willfully failed to pay the minimum wages owed and rest-and-meal period wages of former Non-Exempt Employees, including Plaintiff and members of the Plaintiff Class, when each such employee quit or was discharged.

I.

VENUE

21. Venue as to each Defendants is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants and/or DOES own and operate medical diagnostic imaging sites, employ hourly employees, conduct business, and commit Labor Code violations within the County of Los Angeles, and each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California and within the County of Los Angeles, as Defendants and/or DOES employed numerous Class Members in the County of Los Angeles.

///

///

II.
PARTIES

A. Plaintiff

22. Plaintiff CORRINA F. GONZALES is a resident of South El Monte, California. At all relevant times herein, she was employed by Defendants and/or DOES, from approximately August 2018 to July 29, 2019 as a Non-Exempt Employee at one of Defendant's El Monte, California and Ontario, California locations. Throughout her employment with Defendants and/or DOES, Plaintiff was employed in a non-exempt capacity as an hourly, non-exempt employee in Medical Records.

23. On information and belief, Plaintiff and all other members of the proposed Class experienced Defendants' and/or DOES' common company policies of failing to pay all overtime and double-time wages owed and providing no rest periods and no meal periods to employees working at least five consecutive hours or any additional meal periods for working in excess of 10 consecutive hours or any additional rest periods for working in excess of 12 hours, or compensation in lieu thereof. On information and belief, Defendants and/or DOES willfully failed to pay their employees and members of the Plaintiff Class in a timely manner overtime and double-time wages and the rest-and-meal period compensation owing to them upon termination of their employment with Defendants and/or DOES.

B. Defendants

24. Defendants and/or DOES operate a network of eight (8) medical diagnostic imaging centers with locations in El Monte, Chino, Downey, Covina, Ontario, Pomona, Upland and West Covina. During the liability period, Defendants and/or DOES employed Plaintiff and similarly situated persons as Non-Exempt Employees who are California citizens and were employed within California. These eight (8) medical diagnostic imaging centers which are the subject of this class action lawsuit are all located within the State of California. Based on information and belief, each of the Defendants and/or DOES is conducting business in good standing in California.

25. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,

1 who therefore sue Defendants by such fictitious names under Code of Civil Procedure, section 474.
2 Plaintiff are informed and believe, and based thereon allege, that each of the Defendants designated
3 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
4 Plaintiff will seek leave of court to amend this FAC to reflect the true names and capacities of the
5 Defendants designated hereinafter as DOES when such identities become known.

6 26. Plaintiff is informed and believe, and based thereon allege, that each Defendants
7 and/or DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
8 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the
9 acts of each Defendants and/or DOE are legally attributable to the other Defendants and/or DOES.

10 III.

11 **CLASS ACTION ALLEGATIONS**

12 27. Plaintiff brings this action on behalf of themselves and all others similarly situated as
13 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
14 represent a Class composed of and defined as follows:

15 All persons who are California citizens and who are or have been employed by
16 Defendants and/or DOES in the State of California as hourly, non-exempt employees,
17 or similar job designations and titles, during the period of the relevant statute of
18 limitations.

19 28. Plaintiff also seek to represent a Subclass composed of and defined as follows:

20 **Subclass I – The Minimum Wages Subclass:**

21 All persons who are California citizens and who are or have been
22 employed by Defendants and/or DOES in the State of California as
23 hourly, non-exempt employees, or similar job designations and titles,
24 during the period of the relevant statute of limitations who were not
25 paid all requisite minimum wages.

26 29. Plaintiff also seek to represent a Subclass composed of and defined as follows:

27 **Subclass II – The Rest Period Subclass:**

28 All persons who are California citizens and who are or have been

employed by Defendants and/or DOES in the State of California as hourly, non-exempt employees, or similar job designations and titles, during the period of the relevant statute of limitations who have not been authorized and permitted to take a rest period for every four hours or major fraction thereof worked per day and were not provided compensation of one hour's pay or other compensation for each day on which such rest periods were not authorized and permitted.

30. Plaintiff also seek to represent a Subclass composed of and defined as follows:

Subclass III – The Meal Period Subclass:

All persons who are California citizens and who are or have been employed by Defendants and/or DOES in the State of California as hourly, nonexempt employees, or similar job designations and titles, during the period of the relevant statute of limitations who have worked five and/or ten hours without being provided a meal period and/or additional meal period and were not provided compensation of one hour's pay or other compensation for each day on which such meal period was not provided.

31. Plaintiff also seek to represent a Subclass composed of and defined as follows:

Subclass IV – The Wage Statement Subclass:

All persons who are California citizens and who are or have been employed by Defendants and/or DOES in the State of California as hourly, nonexempt employees, or similar job designations and titles, during the period of the relevant statute of limitations who were not provided with accurate, itemized wage statements setting forth all actual hours worked and the effective rates of pay

32. Plaintiff also seek to represent a Subclass composed of and defined as follows:

Subclass V – The Waiting Time Subclass:

All persons who are California citizens and who are or have been

employed by Defendants and/or DOES in the State of California as hourly, nonexempt employees, or similar job designations and titles, who: (i) from the three-years prior to the filing of the original FAC, separated from Defendants' employment; and (ii) were not paid all wages due within 72 hours of the time that the employee voluntarily or involuntarily ended his/her employment with Defendants.

33. Plaintiff also seek to represent a Subclass composed of and defined as follows:

Subclass VI – The UCL Subclass:

All persons who are California citizens and who are or have been employed by Defendants and/or DOES in the State of California as hourly, nonexempt employees, or similar job designations and titles, from the four years prior to the filing of the original FAC until the commencement of trial, who are owed restitution of unpaid wages resulting from Defendants' systematic violations of California law.

34. Plaintiff reserves the right under Rule 3.765, subdivision (b), of the California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

35. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

36. By this FAC, Plaintiff also brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided by the PAGA to the extent permitted by law, as aggrieved employees who held the positions identified herein and was subject to Defendants' and/or DOES' violations of the Labor Code. A true and correct copy of the notice correspondence showing compliance with Labor Code § 2699.3 is attached hereto as Exhibit 1 and demonstrates that Plaintiffs are aggrieved employees and have standing to bring a representative action on behalf of the State of California and Labor and Workforce Development Agency (the "LWDA") as private attorneys general. No notice of cure by Defendants and/or DOES was provided

1 and no notice of investigation was received from the LWDA in the statutorily proscribed 60-day
2 period since the mailing of the notice of the action. Accordingly, Plaintiffs file this FAC as a
3 “Representative Action” as provided by CCP and as specifically permitted and authorized by Labor
4 Code §2699.3(a)(2)(C).

5 **A. Numerosity**

6 37. The potential members of the Class as defined are so numerous that joinder of all the
7 members of the Class is impracticable. While the precise number of Class Members has not been
8 determined at this time, Plaintiff are informed and believe that Defendants and/or DOES currently
9 employ, and during the relevant time periods employed, hundreds of employees, all in the State of
10 California, in positions as Defendants’ and/or DOES’ Non-Exempt Employees in Orange County and
11 dispersed throughout California during the statutory period and who are or have been affected by
12 Defendants’ and/or DOES’ failing to pay all overtime and double-time wages, not providing meal
13 periods or providing them more than five hours into an employee’s shift and not authorizing and
14 permitting rest periods without the appropriate legal compensation.

15 38. Accounting for employee turnover during the relevant periods necessarily increases
16 this number substantially. Upon information and belief, Plaintiff allege Defendants’ and/or DOES’
17 employment records would provide information as to the number and location of all Class Members.
18 Joinder of all members of the proposed Class is not practicable.

19 **B. Commonality**

20 39. There are questions of law and fact common to the Class that predominate over any
21 questions affecting only individual Class Members. These common questions of law and fact
22 include, without limitation:

- 23 1) Whether Defendants violated the applicable Labor Code provisions including,
24 but not limited to §§ 1182.2 1194, 1194.2, and 1197 by not paying minimum
25 wage for work according to the minimum wage laws of the State of
26 California;
- 27 2) Whether Defendants and/or DOES violated Labor Code, section 226.7, or
28 applicable IWC Wage Orders, and California Code of Regulations, by failing

to authorize, permit, and/or provide rest periods to the Non-Exempt Employees for every four hours or major fraction thereof worked and/or failing to pay said employees one hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

- 3) Whether Defendants and/or DOES violated Labor Code, sections 226.7 and 512, or other applicable IWC Wage Orders, and California Code of Regulations, by failing to provide meal periods to the Non-Exempt Employees per every (5) hours of continuous work and/or failing to pay said employees one hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.
- 4) Whether Defendants and/or DOES violated Labor Code, sections 226.7 and 512, or other applicable IWC Wage Orders, and California Code of Regulations, by not relieving the Non-Exempt Employees from all duties during a 30-minute meal period and not counting the time as time worked.
- 5) Whether the inexistence of a policy allowing a second meal period in shifts of over five (5) hours resulted in the Non-Exempt Employees from not being provided a second meal period in accordance with the Labor Code and applicable Wage Orders.
- 6) Whether Defendants and/or DOES violated section 226 of the Labor Code and applicable IWC Wage Orders by knowingly and intentionally failing to, among other violations, accurately report compensation owed for rest-and-meal period violations.
- 7) Whether Defendants and/or DOES willfully failed to pay, in a timely manner, wages owed to members of the Class who left Defendants' and/or DOES' employ or who were terminated.
- 8) Whether Defendants and/or DOES violated section 17200, *et seq.* of the California Business and Professions Code by failing to provide rest-and-meal

periods without compensating Non-Exempt Employees one hour's pay for every day such periods were not provided and failing to keep accurate records of Class Members' compensation owed.

C. Typicality

39. The claims of Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

D. Adequacy of Representation

40. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large, employment class actions.

E. Superiority of Class Action

41. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' and/or DOES' illegal policy and/or practice of failing to pay all overtime and double-time wages owed, not providing meal periods, not providing rest periods, denying Class Members proper rest-and-meal periods without legal compensation, requiring employees to work in excess of ten hours per day without additional meal periods, requiring employees to work in excess of ten hours per day without additional rest period, and not compensating members of the Class for all time worked.

42. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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IV.

CAUSES OF ACTION

First Cause of Action Against All Defendants and/or DOES:

Failure to Pay Minimum Wage

43. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this FAC herein as if fully pled.

39. Wage Order 4-2001, § 4 and California Labor Code §§ 1197 and 1182.12 established the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interests accrued thereon.

40. Defendants' policy and practice of not paying Plaintiff and the Class Members all minimum wages violates California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and Wage Order 4.

41. Such a practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Circulator Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

Second Cause of Action Against All Defendants and/or DOES:

Failure to Provide Meal Periods or pay Compensation in Lieu Thereof

39. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this FAC herein as if fully pled.

40. Under California Labor Code, section 512, and applicable IWC Wage Orders, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30)

1 minutes, the employee is to be completely free of the employer's control and must not perform any
2 work for the employer. If the employee does perform work for the employer during the thirty (30)
3 minute meal period, the employee has not been provided a meal period in accordance with the law.
4 Also, the employee is to be compensated for any work performed during the thirty (30) minute meal
5 period.

6 41. In addition, an employer may not employ an employee for a work period of more than
7 ten (10) hours per day without providing the employee with another meal period of not less than
8 thirty (30) minutes.

9 42. Under California Labor Code, section 226.7, if the employer does not provide an
10 employee a meal period in accordance with the above requirements, the employer shall pay the
11 employee one (1) hour of pay at the employee's regular rate of compensation for each workday that
12 the meal period is not provided.

13 43. In addition, Defendants and/or DOES failed to provide 30-minute, uninterrupted meal
14 periods to their Non-Exempt Employees for every five continuous hours their Non-Exempt
15 Employees worked.

16 44. Defendants' and/or DOES' business model was such that Non-Exempt Employees
17 were assigned too much work that could not be reasonably completed in their assigned shift. The end
18 result is that Defendants' and/or DOES' Non-Exempt Employees were routinely and regularly forced
19 to eat their meals while working or not have one at all.

20 45. Throughout the liability period, Defendants and/or DOES valued productivity over
21 providing rest-and-meal periods and, because of this, rest-and-meal periods were not priorities to
22 Defendants and/or DOES.

23 46. Throughout the liability period, Defendants' and/or DOES' policies promoting
24 productivity subjugated Plaintiff' and those similarly situated rights to rest-and-meal periods.

25 47. Defendants and/or DOES thereby failed to provide an additional 30-minute
26 uninterrupted meal period for employees on days where they worked in excess of ten hours.

27 48. Failing to provide compensation for such unprovided or improperly provided meal
28 periods, as alleged above, Defendants and/or DOES willfully violated the provisions of Labor Code,

sections 226.7, 512 and applicable IWC Wage Orders.

49. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code, sections 226, 226.7, and applicable IWC Wage Orders. Plaintiff and the Class Members they seek to represent did not willfully waive their right to take meal periods through mutual consent with Defendants and/or DOES.

50. WHEREFORE, Plaintiff and the Class they seek to represent request relief as described below.

Third Cause of Action Against All Defendants and/or DOES:

Failure to Authorize and Permit Rest Periods or pay Compensation in Lieu Thereof

51. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this FAC herein as if fully pled.

52. Defendants and/or DOES failed to authorize and permit their Non-Exempt Employees to take 10-minute rest periods per every four hours worked or major fraction thereof.

53. Defendants' and/or DOES' business model was such that Non-Exempt Employees were assigned too much work that could not be reasonably completed in their assigned shift. The end result is that Defendants' and/or DOES' Non-Exempt Employees routinely and regularly are forced to work through their rest periods.

54. Throughout the statutory period, Defendants and/or DOES valued productivity over providing rest-and-meal periods and, because of this, rest-and-meal periods were no priorities to Defendants and/or DOES.

55. Throughout the statutory period, Defendants' and/or DOES' policies promoting productivity subjugated Plaintiff' and those similarly situated rights to rest-and-meal periods.

56. By their failure to authorize and permit their Non-Exempt Employees to take rest periods for every four hours or major fraction thereof worked per day, Defendants and/or DOES willfully violated provisions of Labor Code, section 226.7 and applicable IWC Wage Orders.

Plaintiff and the Class Members they seek to represent did not willfully waive their right to take rest

periods through mutual consent with Defendants and/or DOES.

57. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code, sections 226, 226.7, and applicable IWC Wages.

58. WHEREFORE, Plaintiff and the Class they seek to represent request relief as described below.

**Fourth Cause of Action Against All Defendants and/or DOES:
Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement
Provisions**

59. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this FAC herein as if fully pled.

60. Section 226, subdivision (a), of the California Labor Code requires Defendants and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the members of the proposed Class. Defendants and/or DOES have knowingly and intentionally failed to comply with Labor Code, section 226, subdivision (a), on each and every wage statement provided to Plaintiff and members of the proposed Class.

61. Section 1174 of the California Labor Code requires Defendants and/or DOES to maintain and preserve, in a centralized location, records showing the hours worked daily by and the wages paid to their employees. Defendants and/or DOES have knowingly and intentionally failed to comply with Labor Code, section 1174. The failure of Defendants and/or DOES, and each of them, to comply with Labor Code, section 1174 is unlawful pursuant to Labor Code, section 1175.

62. Defendants and/or DOES failed to maintain time records—as required by applicable IWC Orders—showing, among other things, when the employee begins and ends each work period, meal period, and total daily hours worked in itemized wage statements, and all deductions from payment of wages, applicable wage rates for each hour worked, and to accurately report total hours worked by Plaintiff and the members of the proposed Class.

63. WHEREFORE, Plaintiff and the Class they seek to represent request relief as

described below.

Fifth Cause of Action Against All Defendants and/or DOES:

Waiting Time Penalties

64. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this FAC herein as if fully pled.

65. Numerous members of the Class are no longer employed by Defendants and/or DOES. They were either fired or quit Defendants' and/or DOES' employ.

66. The Defendants' and/or DOES' failure to pay wages, as alleged above, was willful in that Defendants and/or DOES and each of them knew the wages to be due but failed to pay them, thus entitling members of the Class to penalties under Labor Code, section 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

67. Defendants and/or DOES have failed to pay Plaintiff and those similarly situated Class Members a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code, section 203, Plaintiff and the Class are entitled to a penalty in the amount of Plaintiff', and those similarly situated Class Members' daily wage multiplied by thirty (30) days.

68. WHEREFORE, Plaintiff and the Class they seek to represent request relief as described below.

Sixth Cause of Action Against All Defendants and/or DOES:

Violation of the Unfair Competition Law

69. Plaintiff and those similarly situated Class Members hereby incorporates by reference each and every other paragraph in this FAC herein as if fully pled.

70. Defendants' and/or DOES' failure to provide or improperly provided rest-and-meal periods to Plaintiff and members of the Plaintiff Class, under the IWC Wage Orders and under the California Labor Code, and failure to keep proper records, as alleged herein, constitutes unlawful activity prohibited by California Business and Professions Code, section 17200, *et seq.*

71. The actions of Defendants and/or DOES in failing to pay Plaintiff and members of the

1 Plaintiff Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and
2 deceptive business practices, within the meaning of California Business and Professions Code,
3 section 17200, *et seq.*

4 72. Plaintiff are entitled to an injunction and other equitable relief against such unlawful
5 practices in order to prevent future damage, for which there is no adequate remedy at law, and to
6 avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as a member of the
7 general public actually harmed and as a representative of all others subject to Defendants' and/or
8 DOES' unlawful acts and practices.

9 73. As a result of their unlawful acts, Defendants and/or DOES have reaped and continue
10 to reap unfair benefits at the expense of Plaintiff and the Class they seek to represent. Defendants
11 and/or DOES should be enjoined from this activity and made to disgorge these ill-gotten gains and
12 restore Plaintiff and the members of the Plaintiff Class the wrongfully withheld wages and overtime
13 compensation pursuant to Business and Professions Code, section 17203. Plaintiff are informed and
14 believe, and thereon alleges, that Defendants and/or DOES are unjustly enriched through their
15 failure to pay overtime compensation, failure to provide meal periods, authorize and permit rest
16 periods, and/or appropriate compensation in lieu of rest-and-meal periods to Plaintiff and members
17 of the Plaintiff Class.

18 74. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of
19 the Plaintiff Class are prejudiced by Defendants' and/or DOES' unfair trade practices.

20 75. As a direct and proximate result of the unfair business practices of Defendants and/or
21 DOES, and each of them, Plaintiff, individually and on behalf of all employees similarly situated,
22 are entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all
23 wages and premium pay which have been unlawfully withheld from Plaintiff and members of the
24 Plaintiff Class as a result of the business acts and practices described herein and enjoining
25 Defendants and/or DOES from engaging in the practices described herein.

26 76. The illegal conduct alleged herein is continuing, and there is no indication that
27 Defendants and/or DOES will cease and desist from such activity in the future. Plaintiff allege that if
28 Defendants and/or DOES are not enjoined from the conduct set forth in this FAC, they will continue

1 to require employees to work through meal and/or second meal periods and/or work five hours or
2 more without receiving a meal period, will continue to fail to authorize and permit rest periods or
3 provide appropriate compensation in lieu thereof, and will continue to fail to pay and to avoid paying
4 premiums for their rest-and-meal violations, appropriate taxes, insurance, and unemployment
5 withholdings.

6 77. Plaintiff further request that the Court issue a preliminary and permanent injunction
7 prohibiting Defendant and/or DOES from requiring members of the Class to work through meal
8 periods, and from continuing to fail to provide rest periods and meal periods or provide appropriate
9 compensation in lieu thereof.

10 78. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described below.

12 **Seventh Cause of Action Against All Defendants and/or DOES:**
13 **(Violation of the PAGA)**

14 79. Plaintiff incorporate by reference and realleges each and every one of the allegations
15 contained in the preceding and foregoing paragraphs of this FAC as if fully set forth herein.

16 80. Plaintiff, by virtue of her employment with Defendants' and/or DOES' and
17 Defendants' and/or DOES' violations of the Labor Code as alleged herein, is an aggrieved employee
18 with standing to bring an action under the PAGA. Plaintiff, by virtue of Exhibit 1 attached hereto,
19 has satisfied all prerequisites to serve as a representative of the general public to enforce California's
20 labor laws, including, without limitation, the penalty provisions identified in Labor Code § 2699.5.
21 Since the LWDA took no steps within the time period required to intervene and because Defendants
22 and/or DOES took no corrective action to remedy the allegations set forth above, Plaintiff, as a
23 representative of the people of the State of California, will seek any and all penalties otherwise
24 capable of being collected by the Labor Commission and/or the DLSE. This includes each of the
25 following, as is set forth in Labor Code §2699.5, which states:

26
27 The provisions of subdivision (a) of Section 2699.3 apply to any
28 alleged violation of the following provisions: subdivision (k) of Section
96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204,
204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,

subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

81. Plaintiff is informed and believes that Defendants and/or DOES have violated and continue to violate provisions of the Labor Code and applicable Wage Orders related to the failure to provide meal periods, failure to authorize and permit rest breaks, the failure to provide accurate itemized wage statements and waiting time penalties. Despite mailing of Exhibit 1 at least 60-days prior to the filing of this FAC, no state agency has acknowledged, accepted or advised Plaintiff that it intends to investigate the Labor Code violations alleged in this FAC, such that, by operation of law, Plaintiff is entitled to commence this cause of action in the California Superior Court and as a representative action under the PAGA.

82. Plaintiff, as a personal representative of the general public, will and do seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Statutory Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Said funds recovered will be distributed in accordance with the PAGA, with at least 75% of said PAGA penalty recovery being reimbursed to the State of California and the LWDA.

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V.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of themselves, all others similarly situated, and on behalf of the general public, pray for relief as follows:

1. For an Order certifying the proposed Plaintiff Class and Subclasses herein pursuant to CCP § 382, appointing the named Plaintiff as Class Representatives of all others similarly situated, and appointing the law firm representing the named Plaintiff as Class Counsel for the members of the Plaintiff Class and Subclasses;
2. For restoration of all wages improperly forfeited/deducted by Defendants and/or DOES;
3. For damages, as set forth in Labor Code § 1194(a) and the applicable IWC Wage Order(s) regarding wages due and owing, according to proof;
4. For damages, as set forth in Labor Code § 226.7 and the IWC Wage Order(s) regarding wages due and owing, according to proof;
5. A declaratory judgment that the practices complained of herein are unlawful under California law, applicable IWC Wage Order(s) and regulations;
6. Appropriate equitable relief to remedy Defendants' violations of California law including, but not necessarily limited to, an order enjoining Defendants from continuing its unlawful practices;
7. All appropriate state and federal statutory penalties;
8. An award of compensatory damages to the extent available, and restitution to be paid by Defendants according to proof;
9. Unpaid minimum wage compensation as provided by California law for all hours worked, including liquidated damages and penalties according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2 and 1199;
10. Compensation at the rate of one hour of regular pay for each instance in which a member of the Rest Period Subclass worked through a rest break or was denied a proper rest break for every four hours worked (or major fraction thereof);
11. Compensation at the rate of one hour of regular pay for each instance in which a

- 1 member of the Meal Period Subclass worked through a meal period or was denied a
2 proper meal period;
- 3 12. Labor Code § 203 Waiting Time Penalties;
- 4 13. Damages and penalties pursuant to Labor Code §§ 226(a) and 226.3;
- 5 14. For an order that Defendants make restitution to the Plaintiff and the UCL Subclass
6 due to its unlawful business practices, including unlawfully-collected compensation
7 pursuant to B&PC §§ 17203 and 17204;
- 8 15. Pre-and-post judgment interest, as provided by law;
- 9 16. Such other equitable relief as this Court may deem just and proper;
- 10 17. For an accounting, under administration of Plaintiff and/or the receivers and subject
11 to Court review, to determine the amount to be returned by Defendants, and the
12 amounts to be refunded to members of the Plaintiff Class and Subclasses who are
13 owed monies by Defendants;
- 14 18. For an Order requiring Defendants to identify each of the members of the Plaintiff
15 Class and Subclasses by name, home address, and home telephone number;
- 16 19. For an Order requiring Defendants to make full restitution and payment pursuant to
17 Labor Code §§ 226, *et seq.* and 512, *et seq.*:
- 18 a. For the creation of an administrative process wherein each injured
19 member of the Classes may submit a claim in order to receive
20 his/her money;
- 21 b. For all other appropriate declaratory and equitable relief;
- 22 c. For interest to the extent permitted by law;
- 23 d. For an award of attorneys' fees and costs incurred in the investigation,
24 filing and prosecution of this action pursuant to CCP § 1021.5, B&PC
25 § 17200, *et seq.*, Labor Code §§ 226, 512 and any other
26 applicable provision of law;
- 27 19. For attorneys' fees and costs of suit, including expert fees and fees pursuant to Labor
28 Code §§ 226, 512, CCP § 1021.5, 2699(g)(1) and other applicable state laws.

20. For penalties as provided, per violation, under the PAGA, Labor Code §§ 2699, *et seq.*, and as provided by Labor Code § 558, and distributed in accordance with the PAGA.

VI.

JURY TRIAL DEMANDED

Plaintiff hereby demand a jury trial on all causes of action and claims with respect to which he has a state and/or federal constitutional right to jury trial.

DATE: September 17, 2020

BELIGAN & CARNAKIS

By: 

CHRIS L. CARNAKIS
LEAH M. BELIGAN
Attorneys for Plaintiff and the
Putative Class

Exhibit 1

B & C

BELIGAN & CARNAKIS
A PARTNERSHIP

LEAH M. BELIGAN, ESQ.
CHRIS L. CARNAKIS, ESQ.

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NEWPORT BEACH, CALIFORNIA 92612

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July 13, 2020

Via Online Filing

Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

Mr. Amar Arvind Lapsi
Centrelake Medical Group, Inc.
1111 Heatherside Road
Pasadena, CA 91105

Attn: Management
Centrelake Imaging & Oncology
11426 Guasti Road
Ontario, CA 91761

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 (the "PAGA")

Dear Sir or Madam:

CLAIMANT CORRINA F. GONZALES ("Claimant") retained our law firm to represent her and other similarly situated current and former employees of CENTRELAKE MEDICAL GROUP, INC., a Professional Corporation, aka Centrelake Imaging & Oncology ("Respondent") for alleged violations of the California Labor Code. Respondent employed Claimant and other similarly situated employees throughout California (collectively, the "Aggrieved Employees"). As will be explained in detail below, Claimant alleges that Respondent violated numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.

This letter formally serves to inform Respondent of Claimant's intent to bring a cause of action for violations of the PAGA for Respondent's failure to: (1) pay the Aggrieved Employees for all wages earned; (2) pay the Aggrieved Employees for minimum wage compensation; (3) pay premiums for meal-and-rest period violations; (4) provide accurate, itemized wage statements; and (5) timely pay all wages due at the time of separation or termination of employment. During the relevant time period, Respondent failed to pay minimum wages,

provide compliant meal-and-rest periods, provide accurate wage statements, and failed to pay Claimant and the Aggrieved Employees additional wages and penalties for said violations. As a result, Respondent violated, among other statutes and regulations, Labor Code §§ 200-203, 218, 226, 226.7, 512, 558, 558.1, 1174(d), 1182.12, 1194, 1192.2, 1197, 1198, 2698 and provisions of Industrial Welfare Commission ("IWC") Wage Order 4-2001 ("Wage Order 4").

Claimant is informed and believes that said violations are ongoing, systematic and uniform. If Respondent fails to cure these alleged violations, as stated above, Claimant will bring an action against Respondent under the PAGA to recover wages and penalties as provided by California law.¹

Facts and Theories to Support the Alleged Labor Code Violations

Respondent classified Claimant and the Aggrieved Employees as nonexempt employees. Each non-exempt employee of Respondent, while having varied job titles throughout California, were and are, at all times, entitled to be paid for each hour worked, minimum wage compensation at the correct rate of pay, non-compliant meal-and-rest breaks, and given accurate wage statements, and wages for all labor performed. The Aggrieved Employees are paid on an hourly basis. During the entire course of their employment, Respondent did not pay the Aggrieved Employees all of their minimum wages. The Aggrieved Employees were also not provided uninterrupted, off-duty meal breaks of at least 30 minutes. Moreover, Respondent failed to provide the Aggrieved Employees sufficiently numerous rest breaks of at least 10-minutes every four hours worked (or major fraction thereof). Accordingly, Claimants have not been properly paid all of their wages. As a consequence of its uniform and systematic policies and practices, Respondent failed to comply with and violated Labor Code §§ 201-203, 226, 226.7, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698 and applicable IWC Wage Order(s) and California regulations.

¹ Without limitation, Claimant, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

As a result of Respondent's uniform treatment of the Aggrieved Employees, Respondent committed numerous violations of California's Labor Codes including, but not limited to: (1) failing to pay the Aggrieved Employees for all labor performed, including failing to pay an hourly wage for each and every hour worked; (2) failing to pay the Aggrieved Employees for all minimum wages; (3) failing to provide the Aggrieved Employees compliant meal-and-rest periods; (4) failing to provide the Aggrieved Employees accurate wage statements; and (5) failing to timely pay the Aggrieved Employees wages upon termination of employment.

A. Respondent Failed to: (1) pay the Aggrieved Employees for all Labor Performed; (2) Failed to pay the Aggrieved Employees an Hourly Wage for Each and Every Hour Worked; and (3) Failed to pay Them Minimum Wages for all Hours Worked.

At all times relevant, pursuant to Labor Code § 1197, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order 4.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 200(a) defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." Labor Code § 200(b) defines "labor" as all "work[] or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment."

At all times relevant, Labor Code § 218 provides that "[n]othing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article."

At all times relevant, Labor Code § 558 provides, in pertinent part, "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

At all times relevant, Labor Code § 204 provides that all wages, other than those mentioned in sections 201, 202, 204.1, or 204.2, earned by any person in any employment, are

due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

At all times relevant, Labor Code § 210 provides, in pertinent part, “every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Here, Respondent violated Labor Code §§ 200, 204, 210, 218, 558, 1182.12, 1194 and 1197. California’s General Minimum Wage Order set the minimum wage for employers with 26 employees or more at \$10.50 an hour effective January 1, 2017, at \$11.00 an hour effective January 1, 2018, at \$12.00 an hour effective January 1, 2018 and at \$13.00 an hour effective January 1, 2020. At all times relevant, Respondent had more than 26 employees but failed to pay the Aggrieved Employees their lawful minimum wages pursuant to California’s General Order. Respondent knowingly and intentionally failed to pay the Aggrieved Employees for all labor performed. Respondent also did not pay the Aggrieved Employees an hourly wage for each and every hour worked.

Labor Code § 1194.2 entitles an employee receiving less than the legal minimum wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Labor Code § 1197.1 subjects an employer or other person who caused an employee to be paid a wage less than the minimum wage to : (1) a civil penalty equal to one hundred dollars (\$100) for each underpaid employee for each pay period in which the employee is underpaid for an initial violation that is intentionally committed; (2) a civil penalty equal to two hundred fifty dollars (\$250) for a subsequent violation for the same specific offense for each underpaid employee or each pay period regardless of whether the initial violation is intentionally committed; (3) restitution of wages; and (4) liquidated damages, all payable to the employee.

Moreover, Respondent failed to tender to the Aggrieved Employees all of their earned regular wages in accordance with California law, including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

B. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty First and Second Meal Periods.

At all times relevant, Labor Code § 512 requires that each employee working at least 5 hours must be given a paid or unpaid meal period of not less than 30-consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than 30-consecutive minutes, uninterrupted, be given to each employee working at least 10 hours in any given workday.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take valid meal periods must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which valid meal periods are not provided.

Here, and as set forth above, Respondent discouraged, impeded and dissuaded Aggrieved Employees from taking compliant meal periods. Respondent pressured the Aggrieved Employees to work through their meal periods or to eat at their desk in order to complete their assignment for the benefit of Respondent's clients. Therefore, the Aggrieved Employees were not given an opportunity to take compliant meal periods. Moreover, Respondent failed to pay the Aggrieved Employees one hour of pay for instances where Respondent failed to provide the Aggrieved Employees the opportunity to take a 30-minute consecutive meal break, relieved of all duties, for shifts of 5 hours or greater, or a second meal period for shifts in excess of 10 hours. As a result of Respondent's unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

C. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty Rest Periods.

At all times relevant, Wage Order 4, which applies to the Aggrieved Employees' employment with Respondent specifically requires each nonexempt employee working at least 3.5 hours to be given a paid rest period of not less than 10-consecutive minutes, uninterrupted, where the employee is relieved of all duties. In addition, a second rest period of not less than 10-consecutive minutes must be given to each nonexempt employee working at least 6 hours in any given workday, and a third rest period for shifts in excess of 10 hours.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take a valid rest period must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which a valid rest period is not provided.

Here, and as set forth above, Respondent discouraged, dissuaded, impeded and prevented the Aggrieved Employees from recording all hours worked. Respondent encouraged and did not provide the Aggrieved Employees to take compliant rest breaks because Respondent wanted the Aggrieved Employees to work and complete their assignments. Therefore, Respondent did not provide compliant rest breaks to the Aggrieved Employees. Further, Respondent failed to pay the Aggrieved Employees one hour of pay for the numerous instances where Respondent

failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours. Respondent also failed to pay the Aggrieved Employees one hour of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a second rest period for shifts of more than 6 hours, or a third rest period for shifts in excess of 10 hours. In a nutshell, Respondent failed to make available to the Aggrieved Employees proper rest periods in compliance with California law. As a result of Respondent's unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

D. Respondent Failed to Furnish Accurate Wage Statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires Central Transport to "furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Here, Respondent violated Labor Code § 226. Respondent had a uniform policy and practice to violate said Labor Code by failing to account for all of the hours worked by the Aggrieved Employees, inaccurately setting forth the net and gross wages earned, and by failing to show premium wages for meal-and-rest break violations as detailed herein. As a result, Respondent violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Aggrieved Employees' respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, and (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

E. Respondent Failed to pay all Wages Due to the Aggrieved Employees Upon Separation or Termination of Employment.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, Respondent violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with Respondent ended, Respondent failed to pay them all of their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, Respondent failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

To date, as set forth in detail above, Respondent has failed to pay the Aggrieved Employees all of their earned regular and minimum wages, premium wages for meal-and-rest break violations, accrued interest thereon, and failed to remit the Labor Code §§ 210 and 558 penalties to be imposed as a consequence of said violations of the Labor Code.

Conclusion

Respondent have violated several California Labor Codes. Claimant request the LWDA to investigate the above allegations and provide notice of the allegations under PAGA's provisions. Alternatively, Claimant request the LWDA to inform them if it does not intend to investigate these violations, so they may include the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

BELIGAN & CARNAKIS

A handwritten signature in blue ink, appearing to read 'Chris L. Carnakis', with a stylized, flowing script.

CHRIS L. CARNAKIS

DIRECT LINE: (213) 325-0218

DIRECT FAX: (213) 325-0219

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