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County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

By: S. Sato Deputy

1 ARIN NORIJANIAN, ESQ. (SBN 260936)

arin@arinjames.com

2 JAMES H. DEMERJIAN, ESQ. (SBN 266525)

james@arinjames.com

3 **ARIN | JAMES APC**

100 North Brand Blvd., Suite 620

4 Glendale, CA 91203

(818) 476-0133 | Fax: (818) 230-5243

5 ASHKAN Y. SHAKOURI, ESQ. (SBN 242072)

ash@skakourilawfirm.com

6 **SHAKOURI LAW FIRM**

7 401 Wilshire Blvd., 12th Floor

Santa Monica, CA 90401

8 Tel: (424) 424-4711

9 Attorneys for Plaintiffs,

KERI GALLOWAY and LISA GEORGES

10 Kane Moon (SBN 249834)

11 Allen Feghali (SBN 301080)

Jacquelyne VanEmmerik (SBN 339338)

12 **MOON LAW GROUP, P.C.**

725 South Figueroa Street, 31st Floor

13 Los Angeles, California 90017

Telephone: (213) 232-3128

14 Email: *kmoon@moonlawgroup.com*

Email: *afeghali@moonlawgroup.com*

15 Email: *jvanemmerik@moonlawgroup.com*

16 Attorneys for Plaintiff,

DAMETA O'BRIEN

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

19 KERI GALLOWAY and LISA GEORGES,
20 individually and on behalf all other aggrieved
21 employees of DEFENDANTS in the State of
California,

22 Plaintiffs,

23 vs.

24 MEDIX STAFFING SOLUTIONS, INC., an
25 Illinois Corporation; THE ILLUMINATION
26 FOUNDATION, a California Nonprofit Public
Benefit Corporation; LOGISTICS HEALTH
INC., a Wisconsin Corporation; DOES 1
through 20, inclusive,

27 Defendants.
28

Case No. 20STCV44053

Judge: Hon. Christopher Lui

Dept.: 76

**PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR DAMAGES FOR:**

**CLAIMS UNDER CAL. LABOR CODE
SECTION 2968 ET SEQ.**

1. Civil Penalties For Failure To Pay Minimum Wages;
2. Civil Penalties for Failure to Pay Overtime Wages;
3. Civil Penalties for Failure to Provide Meal Periods;
4. Civil Penalties for Failure to Provide

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- Rest Periods;
- 5. Civil Penalties For Failure To Issue Itemized Wage Statements;
- 6. Civil Penalties For Failure To Pay Wages Due And Payable Twice Each Calendar Month;
- 7. Civil Penalties For Failure to Pay Wages Due Upon Termination
- 8. Civil Penalties for Failure to Maintain Adequate and Accurate Payroll Records
- 9. Civil Penalties For Failure To Pay For Accrued Time Off Upon Separation;
- 10. Civil Penalties For Failure To Provide Required Written Notice Under Labor Code § 2810.5;
- 11. Civil Penalties For Failure to Pay For All Hours Worked
- 12. Civil Penalties for Failure to Indemnify Necessary Business Expenses

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiffs KERI GALLOWAY (“GALLOWAY”), LISA GEORGES (“GEORGES”), and DAMETA O’BRIEN (“O’BRIEN”) (collectively “Plaintiffs”) bring this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of themselves and all other aggrieved current and former non-exempt employees of Defendant MEDIX STAFFING SOLUTIONS, INC. (“MEDIX”) in the State of California, including hourly paid or non-exempt employee placed at Defendants THE ILLUMINATION FOUNDATION (“ILLUMINATION FOUNDATION”), LOGISTICS HEALTH INC. (“LOGISTICS HEALTH”), OPTUMSERVE HEALTH SERVICES, INC. (“OPTUMSERVE HEALTH”), and DOES 1 through 20 (collectively, “Defendants”) for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. Plaintiffs bring this representative 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 Orders No. 4 and 5, among others, are applicable to Defendants’ business and trade.

1 3. The aggrieved employees Plaintiffs seek to represent consist of all hourly paid or
2 non-exempt employees of MEDIX who worked for one of its clients in the State of California during
3 the applicable recovery period (“Aggrieved Employees”).

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

6 5. Plaintiffs are informed and believe, and based thereon, allege that Defendants, jointly
7 and severally, have acted intentionally and with deliberate indifference and conscious disregard to
8 the rights of all employees. Defendants’ systematic pattern of wage and hour and IWC Wage Order
9 violations toward Plaintiffs and other Aggrieved Employees include, *inter alia*:

- 10 a. Failure to provide compliant meal and rest periods;
- 11 b. Failure to pay all minimum, regular, and overtime wages;
- 12 c. Failure to indemnify all necessary business expenses;
- 13 d. Failure to maintain true and accurate records;
- 14 e. Failure to provide accurate itemized wage statements; and
- 15 f. Failure to timely pay wages due during and upon separation of employment.

16 6. Plaintiffs bring this representative action against Defendants seeking to recover
17 PAGA civil penalties on behalf of themselves and other Aggrieved Employees. To the extent
18 statutory violations are mentioned for wage violations, Plaintiffs do not seek underlying general
19 and/or special damages for those violations, but simply the relief provided by the PAGA. The State
20 of California enacted PAGA to permit individuals to bring an action on behalf of themselves and
21 others for PAGA penalties only, which is the precise and sole nature of this action. Plaintiffs seek
22 to obtain all applicable relief for Defendants’ violations under PAGA and solely for the relief as
23 permitted by PAGA. Nothing in this complaint should be construed as an attempt to obtain any
24 relief that would not be available in a PAGA-only action.

25 7. Plaintiffs reserve the right to name additional representatives throughout the State of
26 California.

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PARTIES AND THEIR AGENTS

8. At all relevant times herein, GALLOWAY was a resident and now is an individual residing in Orange County, California.

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

10. At all relevant times herein, O'BRIEN was a resident and now is an individual residing in the County of San Francisco, State of California.

11. Plaintiffs are "Aggrieved Employees" within the meaning of Labor Code section 2699(c) because they were employed by Defendants and suffered one or more of the violations committed by Defendants.

12. At all relevant times herein, Defendant MEDIX was and now is an Illinois Corporation with its principal place of business in Chicago, Illinois, but is registered and does business in California, with employees throughout California, including but not limited to Los Angeles and Orange counties. All relevant times herein, MEDIX was an employer whose employees were and are engaged to work in the State of California.

13. At all relevant times herein, Defendant ILLUMINATION FOUNDATION was and is a California nonprofit public benefit corporation with its principal place of business in Orange, California, with employees throughout southern California, and doing business in the Los Angeles and Orange counties. All relevant times herein, ILLUMINATION FOUNDATION was an employer whose employees were and are engaged to work in the State of California.

14. At all relevant times herein, Defendant LOGISTICS HEALTH was and is a Wisconsin corporation with its principal place of business in Lacrosse, Wisconsin, with employees throughout California, and doing business in the Los Angeles and Orange counties. All relevant times herein, LOGISTICS HEALTH was an employer whose employees were and are engaged to work in the State of California.

15. At all relevant times herein, Defendant OPTUMSERVE HEALTH was and is a Wisconsin corporation with its principal place of business in San Francisco, California, with employees throughout California, and doing business in San Francisco county. All relevant times

1 herein, OPTUMSERVE HEALTH was an employer whose employees were and are engaged to
2 work in the State of California.

3 16. Defendants were “employers” within the meaning of all applicable state laws and
4 statutes. MEDIX is a staffing and workforce solutions organization. ILLUMINATION
5 FOUNDATION provides shelters for the homeless population. MEDIX and ILLUMINATION
6 FOUNDATION were GALLOWAY’S joint employers because while MEDIX hired, paid and
7 assigned GALLOWAY to work at ILLUMINATION FOUNDATION’s facilities, all times
8 mentioned herein, ILLUMINATION FOUNDATION exercised control over her job duties and her
9 employment in general. Defendants MEDIX and ILLUMINATION FOUNDATION were/are joint
10 employers of GALLOWAY and of other Aggrieved Employees within the meaning of the California
11 Labor Code and the applicable Wage Order. Defendant MEDIX exercised control over
12 GALLOWAY’s wages and creation and termination of her employment and of other Aggrieved
13 Employees. Defendant ILLUMINATION FOUNDATION exercised control over hours and
14 working conditions of GALLOWAY and other Aggrieved Employees, and supervised their work.
15 Defendants MEDIX and ILLUMINATION FOUNDATION suffered and permitted GALLOWAY
16 and other Aggrieved Employees to work. Defendant MEDIX and ILLUMINATION
17 FOUNDATION knew or reasonably should have known that GALLOWAY and other Aggrieved
18 Employees were subjected to unlawful working conditions.

19 17. Similarly, MEDIX and LOGISTICS HEALTH were GEORGES’ joint employers
20 because while MEDIX hired, paid and assigned GEORGES to work at LOGISTICS HEALTH’S
21 facilities, all times mentioned herein, LOGISTICS HEALTH exercised control over her job duties
22 and her employment in general. Defendants MEDIX and LOGISTICS HEALTH were/are joint
23 employers of GEORGES and of other Aggrieved Employees within the meaning of the California
24 Labor Code and the applicable Wage Order. Defendant MEDIX exercised control over GEORGES’
25 wages and the creation and termination of her employment and of other Aggrieved Employees.
26 Defendant LOGISTICS HEALTH exercised control over hours and working conditions of Plaintiff
27 and other Aggrieved Employees, and supervised their work. Defendants MEDIX and LOGISTICS
28 HEALTH suffered and permitted GEORGES and other Aggrieved Employees to work. Defendant

1 MEDIX and LOGISTICS HEALTH knew or reasonably should have known that GEORGES and
2 other Aggrieved Employees were subjected to unlawful working conditions.

3 18. Similarly, MEDIX and OPTUMSERVE HEALTH were O'BRIEN'S joint
4 employers because while MEDIX hired, paid and assigned O'BRIEN to work at OPTUMSERVE
5 HEALTH'S facilities, all times mentioned herein, OPTUMSERVE HEALTH exercised control
6 over her job duties and her employment in general. Defendants MEDIX and OPTUMSERVE
7 HEALTH were/are joint employers of O'BRIEN and of other Aggrieved Employees within the
8 meaning of the California Labor Code. Defendant OPTUMSERVE HEALTH exercised control over
9 hours and working conditions of Plaintiff and other Aggrieved Employees, and supervised their
10 work. Defendants MEDIX and OPTUMSERVE HEALTH suffered and permitted O'BRIEN and
11 other Aggrieved Employees to work. Defendant MEDIX and OPTUMSERVE HEALTH knew or
12 reasonably should have known that O'BRIEN and other Aggrieved Employees were subjected to
13 unlawful working conditions.

14 19. Moreover, ILLUMINATION FOUNDATION is liable to GALLOWAY and all
15 other Aggrieved Employees for the violations alleged herein under Labor Code § 2810.3 since it
16 qualifies as a "Client Employer" under said statute. Similarly, LOGISTICS HEALTH is liable to
17 GEORGES and all other Aggrieved Employees for the violations alleged herein under Labor Code
18 § 2810.3 since it qualifies as a "Client Employer" under said statute. On August 26, 2020, Plaintiff
19 GEORGES provided notice to Defendants MEDIX and LOGISTICS HEALTH pursuant to Labor
20 Code § 2810.3(d) of Defendants' violations and of her intent to file a civil action. On September
21 14, 2020, Plaintiff GALLOWAY provided notice to Defendants MEDIX and ILLUMINATION
22 FOUNDATION pursuant to Labor Code § 2810.3(d) of Defendants' violations and of her intent to
23 file a civil action. True and correct copies of Plaintiffs' Labor Code § 2810.3 notices are attached
24 hereto as **EXHIBIT 1**.

25 20. The true names and capacities, whether corporate, associate, individual or otherwise
26 of defendants DOES 1 through 20, inclusive, are unknown to Plaintiffs, who therefore sues said
27 defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Each of
28 the defendants designated herein as a DOE is negligently or otherwise legally responsible in some

1 manner for the events and happenings herein referred to and caused injuries and damages
2 proximately thereby to Plaintiffs and based on information and belief, and based thereon alleged, to
3 other Aggrieved Employees, as herein alleged. Plaintiffs are informed and believes and thereon
4 allege that each of said fictitious Defendants was responsible in some way for the matters alleged
5 herein and proximately caused Plaintiffs and members of the general public and other Aggrieved
6 Employees to be subject to the illegal employment practices, wrongs and injuries complained of
7 herein. Plaintiffs will ask leave of court to amend this Complaint to show their names and capacities
8 when the same have been ascertained.

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

12 22. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
13 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
14 been acting within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
15 employment, with the knowledge and/or consent of co-Defendants, and each of them. Moreover,
16 Plaintiffs are informed and believe and thereon allege that each Defendant has authorized and/or
17 ratified the wrongful activities of each of the remaining Defendants and their agents.

18 23. At all times herein mentioned, each of said Defendants participated in the doing of
19 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants and employees of each of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
22 within the course and scope of said agency and employment.

23 24. At all relevant times, Plaintiffs and, on information and belief, other Aggrieved
24 Employees of Defendants in California were subject to the same policies, practices, and procedures
25 governing their employment and their payment of wages and hours worked.

26 25. Plaintiffs are informed and believe and thereon allege that at all times herein
27 mentioned Defendants and DOES 1 through 20, are and were corporations, business entities,
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1 individuals, and partnerships, licensed to do business and actually doing business in the State of
2 California.

3 26. Plaintiffs are informed and believe and based thereon allege that at all times material
4 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
5 of, or working in concert with each of the other co-Defendants and was acting within the course and
6 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
7 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
8 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

9 27. At all times herein mentioned, Defendants, and each of them, were members of, and
10 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
11 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12 28. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
15 herein mentioned, Defendants, and each of them, ratified each and every act or omission complained
16 of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the
17 acts and omissions of each and all of the other Defendants in proximately causing the damages as
18 herein alleged.

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

26 30. Plaintiffs are informed and believe, and based thereon allege, that each and all of the
27 acts and omissions alleged herein were performed by, or are attributable to, Defendants, each acting
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1 as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all
2 Defendants were in accordance with, and represent the official policies of Defendant FAB4.

3 31. Defendants, including DOES 1 THROUGH 20, were Plaintiffs' employers or
4 persons acting on behalf of Plaintiffs' employer, within the meaning of California Labor Code
5 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
6 Labor Code or any provision regulating hours and days of work in any order of the Industrial
7 Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set
8 forth in Labor Code section 558, at all relevant times.

9 32. Defendants, including DOES 1 THROUGH 20, were Plaintiffs' employers or
10 persons acting on behalf of Plaintiffs' employer either individually or as an officer, agent, or
11 employee of another person, within the meaning of California Labor Code section 1197.1, who paid
12 or caused to be paid to any employee a wage less than the minimum fixed by California state law,
13 and as such, are subject to civil penalties for each underpaid employee.

14 **JURISDICTION AND VENUE**

15 33. This representative action is brought pursuant to California Labor Code § 2698, *et*
16 *seq.* The civil penalties sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior
17 Court and will be established according to proof at trial.

18 34. The California Superior Court has jurisdiction over this action pursuant to California
19 Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all
20 causes except those given by statute to other trial courts. The statutes under which this action is
21 brought do not specify any other basis for jurisdiction.

22 35. The California Superior Court has jurisdiction over Defendants were at all relevant
23 times authorized and did do business in the State of California. Further, Plaintiffs reside in the State
24 of California and the illegal conduct herein took place within the State of California.

25 36. Venue is proper in the County of Los Angeles because Defendants maintain offices,
26 have agents, and/or transact business in the State of California, including the County of Los Angeles.
27 Moreover, the majority of the acts and omissions alleged herein relating to Plaintiffs and Aggrieved
28 Employees took place in the State of California, including the County of Los Angeles.

PAGA ALLEGATIONS

37. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

38. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

39. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

40. Plaintiffs were employed by Defendants and the alleged violation was committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and other non-exempt employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

41. Pursuant to California Labor Code §§ 2699.3 and 2699.5, aggrieved employees, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)

1 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
2 commence a civil action pursuant to California Labor Code § 2699 to recovery civil penalties in
3 addition to any other penalties to which the employee may be entitled.

4 42. On July 31, 2020, Plaintiff GALLOWAY provided written notice by online
5 submission to the LWDA and by U.S. Certified Mail to Defendants MEDIX and ILLUMINATION
6 FOUNDATION of the specific provisions of the California Labor Code alleged to have been
7 violated, including the facts and theories to support the alleged violations. On August 27, 2020,
8 Plaintiff GALLOWAY provided an amended notice to the LWDA and by U.S. Certified Mail to
9 Defendants MEDIX and ILLUMINATION FOUNDATION of the specific provisions of the
10 California Labor Code alleged to have been violated, including the facts and theories to support the
11 alleged violations. On November 16, 2020, Plaintiff GALLOWAY provided a second amended
12 notice to the LWDA and by U.S. Certified Mail to Defendants MEDIX and ILLUMINATION
13 FOUNDATION of the specific provisions of the California Labor Code alleged to have been
14 violated, including the facts and theories to support the alleged violations. True and correct copies
15 of Plaintiff GALLOWAY'S PAGA notice and amended PAGA notices are attached hereto as
16 **EXHIBIT 2**. Plaintiff GALLOWAY has not received an LWDA notice within sixty-five (65)
17 calendar days of the date of Plaintiffs' notice.

18 43. On August 26, 2020, Plaintiff GEORGES provided written notice by online
19 submission to the LWDA and by U.S. Certified Mail to Defendants MEDIX and LOGISTICS
20 HEALTH of the specific provisions of the California Labor Code alleged to have been violated,
21 including the facts and theories to support the alleged violations. On November 16, 2020, Plaintiff
22 GEORGES provided an amended notice to the LWDA and by U.S. Certified Mail to Defendants
23 MEDIX and LOGISTICS HEALTH of the specific provisions of the California Labor Code alleged
24 to have been violated, including the facts and theories to support the alleged violations. True and
25 correct copies of Plaintiff GEORGES' PAGA notice and amended PAGA notice are attached hereto
26 as **EXHIBIT 3**. Plaintiff GEORGES has not received an LWDA notice within sixty-five (65)
27 calendar days of the date of Plaintiffs' notice.

44. On May 21, 2022, Plaintiff O'BRIEN provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants MEDIX and OPTUMSERVE HEALTH of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On July 15, 2022, Plaintiff O'BRIEN provided an amended notice to the LWDA and by U.S. Certified Mail to Defendants MEDIX and OPTUMSERVE HEALTH of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. True and correct copies of Plaintiff O'BRIEN'S PAGA notice and amended PAGA notice are attached hereto as **EXHIBIT 4**. Plaintiff O'BRIEN has not received an LWDA notice within sixty-five (65) calendar days of the date of Plaintiffs' notice.

45. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies authorized by the PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

GENERAL ALLEGATIONS

46. At all relevant times set forth herein, Defendants employed Plaintiffs and other Aggrieved Employees as hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California.

47. Defendants MEDIX and ILLUMINATION FOUNDATION jointly employed Plaintiff GALLOWAY as an hourly-paid, non-exempt employee from on or around May 2020 until on or around June 2020 in the State of California. Defendants MEDIX and LOGISTICS HEALTH jointly employed Plaintiff GEORGES as an hourly-paid, non-exempt employee from on or around May 8, 2020 until on or around August 17, 2020 in the State of California. Defendants MEDIX and OPTUMSERVE HEALTH jointly employed Plaintiff O'BRIEN as an hourly-paid, non-exempt employee from January 2022 until March 2022 in the State of California.

48. During this period of time, MEDIX was Plaintiffs' joint employer because it:

- a. exercised direction and control over the work Plaintiffs performed for ILLUMINATION FOUNDATION, LOGISTICS HEALTH, or OPTUMSERVE HEALTH;
- b. hired Plaintiffs and had authority to discharge them;
- c. paid their wages;
- d. issued them wage statements that identified MEDIX as their employer;
- e. assigned Plaintiff o to work at ILLUMINATION FOUNDATION's locations where she worked as a medical assistant; assigned Plaintiff GEORGES to work at LOGISTICS HEALTH's locations where she worked as an administrator assistant; and assigned Plaintiff O'BRIEN to work at OPTUMSERVE HEALTH's locations where she worked as a data administrator.
- f. provided them onboarding and tax documentation, such as W2 and W4 documents, employee handbook and arbitration agreement that identified MEDIX as their employer.

49. At all relevant times herein, ILLUMINATION FOUNDATION was Plaintiff GALLOWAY's joint employer because:

- a. ILLUMINATION FOUNDATION exercised direction and control over the work her performed for ILLUMINATION FOUNDATION;
- b. her performed work at ILLUMINATION FOUNDATION's locations;
- c. ILLUMINATION FOUNDATION provided her with training on how to perform her work at ILLUMINATION FOUNDATION;
- d. ILLUMINATION FOUNDATION decided whether her would work;
- e. ILLUMINATION FOUNDATION hired her and had the authority to discharge her;
- f. ILLUMINATION FOUNDATION determined her job assignments;
- g. ILLUMINATION FOUNDATION established her work schedule; and
- h. Supervisors at the ILLUMINATION FOUNDATION location supervised and evaluated her work on a daily basis and had the authority to discipline her; and

1 i. She took direction from ILLUMINATION FOUNDATION supervisors on how to
2 perform her duties.

3 50. At all relevant times herein, LOGISTICS HEALTH was GEORGES' joint employer
4 because:

- 5 a. LOGISTICS HEALTH exercised direction and control over the work GEORGES
6 performed for LOGISTICS HEALTH;
- 7 b. GEORGES performed work at LOGISTICS HEALTH's locations;
- 8 c. LOGISTICS HEALTH provided her with training on how to perform her work at
9 LOGISTICS HEALTH;
- 10 d. LOGISTICS HEALTH decided whether she would work;
- 11 e. LOGISTICS HEALTH hired her and had the authority to discharge her;
- 12 f. LOGISTICS HEALTH determined her job assignments;
- 13 g. LOGISTICS HEALTH established her work schedule; and
- 14 h. Supervisors at the LOGISTICS HEALTH location supervised and evaluated
15 Plaintiff's work on a daily basis and had the authority to discipline her; and
- 16 i. Plaintiff took direction from LOGISTICS HEALTH supervisors on how to perform
17 her duties.

18 51. At all relevant times herein, OPTUMSERVE HEALTH was O'BRIEN'S joint
19 employer because:

- 20 a. OPTUMSERVE HEALTH exercised direction and control over the work
21 O'BRIEN performed for OPTUMSERVE HEALTH;
- 22 b. O'BRIEN performed work at OPTUMSERVE HEALTH's locations;
- 23 c. OPTUMSERVE HEALTH provided her with training on how to perform her work
24 at OPTUMSERVE HEALTH;
- 25 d. OPTUMSERVE HEALTH decided whether she would work;
- 26 e. OPTUMSERVE HEALTH hired her and had the authority to discharge her;
- 27 f. OPTUMSERVE HEALTH determined her job assignments;
- 28 g. OPTUMSERVE HEALTH established her work schedule; and

1 h. Supervisors at the OPTUMSERVE HEALTH location supervised and evaluated
2 Plaintiff's work on a daily basis and had the authority to discipline her; and

3 i. Plaintiff took direction from OPTUMSERVE HEALTH supervisors on how to
4 perform her duties.

5 52. Defendants hired Plaintiffs and other Aggrieved Employees, and failed to
6 compensate them for all hours worked, missed meal periods, and/or rest breaks, failed to maintain
7 accurate records, and failed to issue accurate itemized wage statements.

8 53. Defendants had the authority to hire and terminate Plaintiffs and Aggrieved
9 Employees, to set work rules and conditions governing Plaintiffs' and Aggrieved Employees'
10 employment, and to supervisor their daily employment activities.

11 54. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs
12 and Aggrieved Employees' employment for them to be joint employers of Plaintiff and Aggrieved
13 Employees.

14 55. Defendants continue to employ hourly-paid or non-exempt employees, within the
15 State of California.

16 56. During the applicable recovery period, Plaintiffs and other Aggrieved Employees
17 regularly worked in excess of 5-hour work periods without being authorized and/or permitted to
18 take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the applicable Wage Orders,
19 due to, among other reasons, work overload and understaffing at their jobsites. For instance,
20 GEORGES was not permitted or authorized to take her lawful first or second meal breaks because
21 she was required to don and doff her protective gear while on her meal breaks. GALLOWAY,
22 O'BRIEN, and other Aggrieved Employees would entirely miss their meal breaks because their
23 duties did not allow them to take a meal break during their shifts and/or because they were not
24 permitted or authorized to take compliant meal breaks. Further, if and when they received meal
25 breaks, Plaintiffs and other Aggrieved Employees were required to remain on the premises.
26 Additionally, Plaintiffs and Aggrieved Employees would not be provided with duty-free meal
27 breaks, such that they would be interrupted during their meal breaks. Defendants also failed to pay
28 the requisite meal period premium pay of an additional hour of wages on such occasions. Instead,

1 Defendants would make 30-minute auto deductions from Aggrieved Employees' time and/or pay
2 records. MEDIX further violated California law because, upon information and belief, as a staffing
3 agency, it failed to take necessary steps to ensure that its clients authorized and/or permitted the
4 employees it placed at their facilities to take lawful meal breaks. MEDIX also failed to properly
5 train its employees about California meal break laws.

6 57. During the applicable recovery period, Defendants did not authorize and/or permit
7 Plaintiffs and other Aggrieved Employees that worked for them to take lawful rest breaks and failed
8 to pay premium wages mandated by Labor Code § 226.7(b), due to, among other reasons, work
9 overload and understaffing at their jobsites. For instance, GEORGES was allowed to take her lawful
10 rest breaks only if there were no patients at the testing facility she was assigned to work. Moreover,
11 GALLOWAY, O'BRIEN, and other Aggrieved Employees, due to nature of their duties, they
12 routinely would not receive timely and/or compliant rest periods, including not being permitted to
13 leave the premises during rest breaks. MEDIX further violated California law because, upon
14 information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients
15 authorized and/or permitted the employees it placed at their facilities to take lawful rest breaks.
16 MEDIX also failed to properly train its employees about California rest break laws.

17 58. During the applicable recovery period, Defendants did not properly compensate
18 Plaintiffs and other Aggrieved Employees for all hours worked, failed to pay overtime, failed to
19 maintain accurate records, failed to provide Plaintiffs and Aggrieved Employees with accurate
20 itemized wage statements, and failed to pay Plaintiffs and Aggrieved Employees with all wages due
21 and owing by the times set forth by law.

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

1 Employees' shifts were scheduled to start at 6:00 p.m. but they clocked in at 5:51 p.m., Defendants'
2 illegal rounding policy would round the employees' official clock in time to 6:00 p.m. Defendants'
3 paid Plaintiffs and other Aggrieved Employees based on Plaintiffs' and other Aggrieved Employees'
4 rounded time and not their actual time punches. Over a period of time, Defendants' illegal policy
5 resulted in systematically undercompensating Plaintiffs and other Aggrieved Employees to the
6 detriment of Plaintiffs and other Aggrieved Employees and to the benefit of Defendants. As such,
7 Defendants failed to pay Plaintiffs and other Aggrieved Employees for all the hours that they worked
8 without reduction or rounding. As a result of Defendants' illegal practices and/or policies, Plaintiffs
9 and other Aggrieved Employees did not receive the statutory minimum wage for all time suffered
10 or permitted to work because they were not properly compensated, they did not receive proper
11 overtime compensation for all hours worked over eight hours in any workday and for all hours
12 worked more than forty hours in the workweek.

13 60. During the applicable recovery period, Defendants have had a policy and/or practice
14 of not paying Plaintiffs and other Aggrieved Employees for all hours worked. For instance, MEDIX
15 and LOGISTICS HEALTH did not pay GEORGES for her last day of work on August 17, 2020.
16 Upon information and belief, during the applicable recovery period, Defendants also failed to pay
17 Aggrieved Employees for all hours worked by engaging in improper rounding of their work hours,
18 and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. Upon
19 information and belief, Defendants also did not pay for Aggrieved Employees for mandatory
20 facility-specific training or orientation time. Under California law, time spent on such facility-
21 specific training or orientation is compensable because, among other things, they are not voluntary
22 and are directly related to employees' jobs as they are designed to make them handle their jobs more
23 effectively as opposed to training them for another job or a new or additional skill.

24 61. During the applicable recovery period, Defendants have had a policy and/or practice
25 of not paying Plaintiffs and other Aggrieved Employees minimum wage for their work. For
26 example, as alleged above, MEDIX and LOGISTICS HEALTH did not pay GEORGES for her last
27 day of work on August 17, 2020. Upon information and belief, during the applicable recovery
28 period, Defendants also failed to pay Aggrieved Employees minimum wage by engaging in

1 improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus
2 resulting in a shorting of their pay. As also alleged above, upon information and belief, Defendants
3 also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation
4 time that were directly related to employees' jobs as they were designed to make them handle their
5 jobs more effectively as opposed to training them for another job or a new or additional skill.

6 62. As alleged above, during the applicable recovery period, Defendants have had a
7 policy and/or practice of not paying Plaintiffs and other Aggrieved Employees minimum wage for
8 their work hours, including overtime and double time hours. For example, as alleged above, MEDIX
9 and LOGISTICS HEALTH did not pay GEORGES for her last day of work on August 17, 2020
10 that lasted 12 hours. Upon information and belief, during the applicable recovery period, Defendants
11 also failed to pay Aggrieved Employees all their work hours by engaging in improper rounding of
12 their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting
13 of their overtime and double time pay. As also alleged above, upon information and belief,
14 Defendants also did not pay for Aggrieved Employees for mandatory facility-specific training or
15 orientation time that were directly related to employees' jobs as they were designed to make them
16 handle their jobs more effectively as opposed to training them for another job or a new or additional
17 skill. Upon information and belief, some of the unpaid training or orientation time took place during
18 a full day of work by Aggrieved Employees, which must be compensated at overtime or double time
19 rates.

20 63. During the applicable recovery period, Defendants have had a policy and/or practice
21 of not reimbursing Plaintiffs and other Aggrieved Employees for all necessary business expenses
22 they incurred in the direct discharge of their work duties. For example, Plaintiffs and other
23 Aggrieved Employees were required to use their personal cellular telephones and vehicles for work
24 purposes, and purchase uniforms, without reimbursement. Also, Plaintiffs and other Aggrieved
25 Employees were required to work from home without reimbursements for home internet, personal
26 computer expenses, and office supply expenses.

27 64. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and

1 advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and
2 personnel practices; and (3) the requirements of California and federal law.

3 65. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-
5 exempt employees. This scheme involved, inter alia, failing to pay them for all hours worked and
6 missed and/or non-compliant (short, late, interrupted, and/or altogether missed) meal periods and
7 rest breaks, in violation of California law.

8 66. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
9 or should have known that Plaintiffs and the other Aggrieved Employees were entitled to receive
10 certain wages for overtime compensation and that they were not receiving wages for overtime
11 compensation.

12 67. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
13 to provide Plaintiff and Aggrieved Employees that worked for them the required rest and meal
14 periods during the relevant time period as required under the Industrial Welfare Commission Wage
15 Orders and thus they are entitled to any and all applicable penalties.

16 68. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
17 or should have known that Plaintiff and other aggrieved employees were entitled to receive all meal
18 periods or payment of one additional hour of pay at Plaintiffs' and Aggrieved Employees regular
19 rate of pay when a meal period was missed, and they did not receive all meal periods or payment of
20 one additional hour of pay at Plaintiffs' and Aggrieved Employees' regular rate of pay when a meal
21 period was missed.

22 69. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
23 or should have known that Plaintiffs and Aggrieved Employees were entitled to receive all rest
24 periods or payment of one additional hour of pay at Plaintiffs' and other Aggrieved Employees'
25 regular rate of pay when a rest period was missed, and they did not receive all rest periods or
26 payment of one additional hour of pay at Plaintiffs' and Aggrieved Employees' regular rate of pay
27 when a rest period was missed.

1 70. Plaintiffs are informed and believes, and based thereon allege, that Defendants knew
2 or should have known that Plaintiffs and other Aggrieved Employees were entitled to receive at
3 least minimum wages for compensation that they were not receiving at least minimum wages for all
4 hours worked.

5 71. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
6 or should have known that Plaintiffs and Aggrieved Employees that worked for them were entitled
7 to receive all wages owed to them upon discharge or resignation, including overtime and minimum
8 wages, and they did not, in fact, receive all such wages owed to them at the time of their discharge.

9 72. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
10 or should have known that Plaintiffs and Aggrieved Employees were entitled to receive all wages
11 owed to them during their employment. Plaintiffs and the other Aggrieved Employees did not
12 receive payment of all wages, including overtime and minimum wages and meal and rest period
13 premiums, within any time permissible under California Labor Code § 204.

14 73. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
15 or should have known that Plaintiffs and Aggrieved Employees were entitled to receive complete
16 and accurate wage statements in accordance with California law, but, in fact, did not receive
17 complete and accurate wage statements from Defendants.

18 74. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
19 or should have known that they had a duty to compensate Plaintiffs and Aggrieved Employees
20 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
21 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and
22 Aggrieved Employees that they were properly denied wages, all in order to increase Defendants'
23 profits.

24 75. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
25 or should have known that Plaintiffs and Aggrieved Employees were entitled to receive
26 reimbursements for any necessary expenditures they incurred in the direct discharge of their work
27 duties, in accordance with California law, but, in fact, did not receive all such reimbursements from
28 Defendants.

1 76. At all material times set forth herein, Defendants failed to pay overtime wages to
2 Plaintiffs and to the other Aggrieved Employees. Plaintiffs and the other Aggrieved Employees
3 were required to work more than eight (8) hours per day and/or forty (40) hours per week without
4 overtime compensation.

5 77. At all material times set forth herein, Defendants failed to provide uninterrupted meal
6 and rest periods to Plaintiffs and Aggrieved Employees that worked for them.

7 78. At all material times set forth herein, Defendants failed to pay Plaintiffs and
8 Aggrieved Employees at least minimum wages for all hours worked.

9 79. At all material times set forth herein, Defendants failed to pay Plaintiffs and
10 Aggrieved Employees that worked for them all wages owed to them upon discharge or resignation.

11 80. At all material times set forth herein, Defendants failed to pay the wages of Plaintiffs
12 and Aggrieved Employees that worked for them within any time permissible under California law,
13 including, inter alia, California Labor Code § 204.

14 81. At all material times set forth herein, Defendants failed to provide complete and
15 accurate wage statements to Plaintiffs and Aggrieved Employees that worked for them.

16 82. At all material times set forth herein, Defendants failed to keep complete and
17 accurate payroll records for Plaintiffs and Aggrieved Employees that worked for them.

18 83. At all material times set forth herein, Defendants failed to properly compensate
19 Plaintiff and the Aggrieved Employees that worked for them pursuant to California law in order to
20 increase Defendants' profits.

21 84. At all material times set forth herein, Defendants failed to indemnify Plaintiffs and
22 Aggrieved Employees for all necessary expenditures they incurred in direct discharge of their work
23 duties.

24 85. California Labor Code § 218 states that nothing in Article I of the Labor Code shall
25 limit the right of any wage claimant to "sue directly...for any wages or penalty due to him [or her]
26 under this article."

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM WAGE**

3 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
4 **Against all DEFENDANTS)**

5 86. Plaintiffs restate and incorporates by reference all above stated paragraphs as
6 though set forth herein.

7 87. At all relevant times, Defendants were subject to the provisions of the California
8 Labor Codes mentioned herein.

9 88. California Labor Code section 2699(a) specifically provides for a private right of
10 action to recover penalties for violations of the Labor Code:

11 Notwithstanding any other provision of law, any provision of this
12 code that provides for a civil penalty to be assessed and collected by
13 the Labor and Workforce Development Agency or any of its
14 departments, divisions, commissions, boards, agencies, or employees,
15 for a violation of this code, may, as an alternative, be recovered
16 through a civil action brought by an aggrieved employee on behalf of
17 herself or herself and other current or former employees.

18 89. California Labor Code section 2699.3(a) states:

19 A civil action by an aggrieved employee pursuant to subdivision (a)
20 or (f) of Section 2699 alleging a violation of any provision listed in
21 Section 2699.5 shall commence only after the following requirements
22 have been met: (1) The aggrieved employee or representative shall
23 give written notice by certified mail to the Labor and Workforce
24 Development Agency and the employer of the specific provisions of
25 this code alleged to have been violated, including the facts and
26 theories to support the alleged violation. 2(A) The agency shall notify
27 the employer and the aggrieved employee or the representative by
28 certified mails that it does not intend to investigate the alleged
violation within 30 calendar days of the postmark date of the notice
received pursuant to paragraph (1). Upon receipt of that notice or if
no notice is provided within 33 calendar days of the postmark date the
notice given pursuant to paragraph (1), the aggrieved employee may
commence a civil action pursuant to Section 2699.

90. Plaintiffs are entitled to recover these penalties for themselves and other current or
former Aggrieved Employees through a civil action filed on their own behalf. These penalties are
in addition to all other remedies permitted by law.

91. Defendants set the policies for, established, controlled, consented to, approved and/or ratified the non-payment of the wages due to Plaintiffs and other current and former Aggrieved Employees in violation of the California Labor Code and the applicable Wage Order.

92. Defendants failed to comply with California Labor Code sections 1194, 1194.2 and 1197 by failing to pay Plaintiffs the California minimum wage due Plaintiffs for each hour worked when MEDIX and LOGISTICS HEALTH required Plaintiffs to engage in off-the-clock tasks, including not paying Plaintiff GEORGES for her last day of work on August 17, 2020, and not paying Plaintiff O'BRIEN for reporting time, the time she spent undergoing COVID screening before clocking in, and/or the time she spent communicating with Defendants about work-related issues and topics outside of business hours. Upon information and belief, during the applicable recovery period, Defendants also failed to pay Plaintiffs and other Aggrieved Employees minimum wage by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. As also alleged above, upon information and belief, Defendants also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

93. Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth California Labor Code sections 210, 225.5, 558, and 1197.1, on behalf of themselves and other current and former Aggrieved Employees, for each and every pay period that they violated California Labor Code sections, 1194, 1194.2 and 1197, or to those penalties set forth in California Labor Code sections 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

94. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

SECOND CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME WAGES

1 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
2 **Against all DEFENDANTS)**

3 95. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
4 set forth herein.

5 96. At all relevant times, Defendants were subject to the provisions of the California
6 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

7 97. Defendants failed to comply with California Labor Code section 510 by failing to
8 pay Plaintiffs and the other Aggrieved Employees at the correct hourly rate for those hours worked
9 in excess of eight (8) in a workday, and/or for hours worked on the seventh day of a workweek as
10 required under California law. Upon information and belief, during the applicable recovery period,
11 Defendants also failed to pay Plaintiffs and other Aggrieved Employees minimum wage by engaging
12 in improper rounding of their work hours, thus resulting in a shorting of their pay. Amongst other
13 practices, this occurred through MEDIX and LOGISTICS HEALTH failure to account for the
14 variety of off the clock tasks that they required GEORGES and other Aggrieved Employees to
15 engage in, further failing to account for all hours worked in paying overtime premiums. Plaintiffs
16 are therefore entitled to the penalties set forth in the California Labor Code, including but not limited
17 to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of
18 themselves and other current and former Aggrieved Employees of Defendants, for each and every
19 pay period that they violated California Labor Code section 510, or to those penalties set forth in
20 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
21 for violation of the foregoing provisions of the California Labor Code.

22 98. In addition, Plaintiffs seeks an award of reasonable attorneys' fees and costs pursuant
23 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
24 action shall be entitled to an award of reasonable attorneys' fees and costs."

25 **THIRD CAUSE OF ACTION**

26 **CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS**

27 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
28 **Against all DEFENDANTS)**

99. Plaintiffs restate and incorporates by reference all above stated paragraphs as though set forth herein.

100. At all relevant times, DEFENDANTS were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

101. DEFENDANTS failed to comply with California Labor Code sections 226.7 and 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order by failing to provide Plaintiffs and other Aggrieved Employees with all meal periods to which Plaintiffs and other Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current and former Aggrieved Employees of DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code sections 226.7 and 512, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

102. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant to California Labor Code section 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorneys’ fees and costs.”

FOURTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS

**(PLAINTIFFS, individually and on Behalf of Current and Former Aggrieved Employees,
Against all DEFENDANTS)**

103. Plaintiffs restate and incorporates by reference all above stated paragraphs as though set forth herein.

104. At all relevant times, DEFENDANTS were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

105. DEFENDANTS failed to comply with California Labor Code sections 226.7 and Section 12 of the applicable Industrial Welfare Commission Wage Order by failing to provide Plaintiffs and other Aggrieved Employees with all rest periods to which Plaintiffs and other

1 Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the
2 penalties set forth in the California Labor Code, including but not limited to the penalties set forth
3 in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current
4 and former Aggrieved Employees of DEFENDANTS, for each and every pay period that
5 DEFENDANTS violated California Labor Code sections 226.7, or to those penalties set forth in
6 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
7 for violation of the foregoing provisions of the California Labor Code.

8 106. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
9 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
10 action shall be entitled to an award of reasonable attorneys' fees and costs."

11 **FIFTH CAUSE OF ACTION**

12 **CIVIL PENALTIES FOR FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS**
13 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
14 **Against all DEFENDANTS)**

15 107. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
16 set forth herein.

17 108. At all relevant times, DEFENDANTS were subject to the provisions of the California
18 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

19 109. DEFENDANTS failed to comply with California Labor Code section 226 by failing
20 to provide Plaintiffs and other Aggrieved Employees with itemized wage statements to which
21 Plaintiffs and other Aggrieved Employees were entitled under California law. Plaintiffs are
22 therefore entitled to the penalties set forth in the California Labor Code, including but not limited
23 to the penalties set forth in California Labor Code sections 226.3 and 1174.5 on behalf of themselves
24 and other current and former Aggrieved Employees of DEFENDANTS, for each and every pay
25 period that DEFENDANTS violated California Labor Code sections 226 and 1174, or to those
26 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
27 established civil penalty for violation of the foregoing provisions of the California Labor Code.

1 110. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
2 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
3 action shall be entitled to an award of reasonable attorneys' fees and costs."

4 **SIXTH CAUSE OF ACTION**

5 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE AND PAYABLE TWICE**
6 **EACH CALENDAR MONTH**

7 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
8 **Against all DEFENDANTS)**

9 111. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
10 set forth herein.

11 112. At all relevant times, DEFENDANTS were subject to the provisions of the California
12 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

13 113. DEFENDANTS failed to comply with California Labor Code section sections 201,
14 202 and 203 by failing to provide the Aggrieved Employees with wages due upon termination of
15 their employment. Plaintiffs are therefore entitled to the penalties set forth in California Labor Code
16 section 256 on behalf of the Aggrieved Employees of DEFENDANTS, for each and every pay
17 period that DEFENDANTS violated California Labor Code sections 201 through 203, or to those
18 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
19 established civil penalty for violation of the foregoing provisions of the California Labor Code.

20 114. In addition, Plaintiffs seeks an award of reasonable attorneys' fees and costs pursuant
21 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
22 action shall be entitled to an award of reasonable attorneys' fees and costs."

23 **SEVENTH CAUSE OF ACTION**

24 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE UPON TERMINATION**
25 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
26 **Against all DEFENDANTS)**

27 115. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
28 set forth herein.

1 116. At all relevant times, DEFENDANTS were subject to the provisions of the California
2 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

3 117. DEFENDANTS failed to comply with California Labor Code section sections 201,
4 202 and 203 by failing to provide the Aggrieved Employees with wages due upon termination of
5 their employment. Plaintiffs are therefore entitled to the penalties set forth in California Labor Code
6 section 256 on behalf of the Aggrieved Employees of DEFENDANTS, for each and every pay
7 period that DEFENDANTS violated California Labor Code sections 201 through 203, or to those
8 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
9 established civil penalty for violation of the foregoing provisions of the California Labor Code.

10 118. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
11 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
12 action shall be entitled to an award of reasonable attorneys' fees and costs."

13 **EIGHTH CAUSE OF ACTION**

14 **CIVIL PENALTIES FOR FAILURE TO MAINTAIN ADEQUATE AND ACCURATE**
15 **PAYROLL RECORDS**

16 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
17 **Against all DEFENDANTS)**

18 119. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
19 set forth herein.

20 120. At all relevant times, DEFENDANTS were subject to the provisions of the California
21 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

22 121. DEFENDANTS failed to comply with California Labor Code sections 221, 224, 226
23 and 1174 by failing to provide Plaintiffs and other Aggrieved Employees with itemized wage
24 statements to which Plaintiffs and other Aggrieved Employees were entitled under California law.
25 DEFENDANTS' failure to maintain at a central location or at the establishments at which
26 employees are employed, payroll records accurately depicting the hours worked daily by and the
27 wage paid to employees employed at the respective establishments in accordance with California
28 Labor Code section 1174. Plaintiffs are therefore entitled to the penalties set forth in the California

1 Labor Code, including but not limited to the penalties set forth in California Labor Code section
2 1174.5 on behalf of themselves and other current and former Aggrieved Employees of
3 DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code
4 section 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is
5 determined that there is no established civil penalty for violation of the foregoing provisions of the
6 California Labor Code.

7 122. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
8 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
9 action shall be entitled to an award of reasonable attorneys' fees and costs."

10 **NINTH CAUSE OF ACTION**

11 **CIVIL PENALTIES FOR FAILURE TO PAY FOR ACCRUED TIME OFF UPON**
12 **SEPARATION**

13 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**
14 **Against all DEFENDANTS)**

15 123. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
16 set forth herein.

17 124. Under California law, paid time off is considered vacation time if it is conditioned
18 on the length of service. Pursuant to California Labor Code section 227.3, "all vested vacation shall
19 be paid to him as wages at his final rate in accordance with such contract of employment or employer
20 policy respecting eligibility or time served."

21 125. During the applicable recovery period, DEFENDANTS have had a policy and/or
22 practice of providing paid time off to Plaintiffs and Aggrieved Employees that was conditioned on
23 their length of service, without paying them for paid time off vested at the time of their separation
24 in violation of Labor Code section 227.3. For instance, GEORGES' last paystub shows that she had
25 3.08 hours of paid time off vested. However, MEDIX and LOGISTICS HEALTH never paid her
26 for that accrued time off when they fired her.

27 126. DEFENDANTS' failure to comply with Labor Code section 227.3, entitles Plaintiffs
28 and the Aggrieved Employees to civil penalties under Labor Code section 2699.5, or to those

1 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
2 established civil penalty for violation of the foregoing provisions of the California Labor Code.

3 127. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
4 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
5 action shall be entitled to an award of reasonable attorneys' fees and costs."

6 **TENTH CAUSE OF ACTION**

7 **CIVIL PENALTIES FOR FAILURE TO PROVIDE REQUIRED WRITTEN NOTICE**

8 **UNDER LABOR CODE § 2810.5**

9 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**

10 **Against all DEFENDANTS)**

11 128. Plaintiffs restate and incorporates by reference all above stated paragraphs as though
12 set forth herein.

13 119. Under Labor Code section 2810.5, every employer at the time of hiring must provide
14 its employees a "written notice" that contains the information required under the statute. Defendants
15 did not provide such required written notice to Plaintiffs, and upon information and belief, failed to
16 provide said notice to other Aggrieved Employees.

17 120. Defendants' failure to comply with Labor Code section 2810.5 entitles Plaintiffs and
18 other Aggrieved Employees to civil penalties under California Labor Code section 2699.5, or to
19 those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
20 established civil penalty for violation of the foregoing provisions of the California Labor Code.

21 121. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
22 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
23 action shall be entitled to an award of reasonable attorneys' fees and costs."

24 **ELEVENTH CAUSE OF ACTION**

25 **CIVIL PENALTIES FOR FAILURE TO PAY FOR ALL HOURS WORKED**

26 **(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,**

27 **Against all DEFENDANTS)**

1 122. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
2 set forth herein.

3 123. Under California law, an employer is required to compensate all its non-exempt
4 employees for all hours worked pursuant to the applicable wage orders and California Labor Code
5 section 200, 223, 226, 500, 510, 1197, and 1198. Pursuant to the applicable wage orders “hours
6 worked” include “the time during which an employee is subject to the control of an employer, and
7 includes all the time the employee is suffered or permitted to work, whether or not required to do
8 so.”

9 124. Upon information and belief, during the applicable recovery period, Defendants have
10 had a policy and/or practice of not paying Plaintiffs and other Aggrieved Employees for all hours
11 worked. Upon information and belief, Defendants failed to pay other Aggrieved Employees for all
12 hours worked by engaging in improper rounding of their work hours, and by not paying for pre-shift
13 or post-shift activities, thus resulting in a shorting of their pay.

14 125. Upon information and belief, Defendants also did not pay for Aggrieved Employees
15 for mandatory facility-specific training or orientation time. Under California law, time spent on such
16 facility-specific training or orientation is compensable because, among other things, they are not
17 voluntary and are directly related to employees' jobs as they are designed to make them handle their
18 jobs more effectively as opposed to training them for another job or a new or additional skill.

19 126. Defendants' conduct described herein violates Labor Code section 200-203 223, 226,
20 500, 1197, and 1198, and the applicable wage orders, and thus entitles Aggrieved Employees to civil
21 penalties under Labor Code section 2699.5, or to those penalties set forth in California Labor Code
22 section 2699(f) if it is determined that there is no established civil penalty for violation of the
23 foregoing provisions of the California Labor Code.

24 127. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
25 to California Labor Code section 2699(g)(1), which states, “Any employee who prevails in any
26 action shall be entitled to an award of reasonable attorneys' fees and costs.”

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TWENTH CAUSE OF ACTION
CIVIL PENALTIES FOR FAILURE TO REIMBURSE NECESSARY BUSINESS
EXPENSES
(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,
Against all DEFENDANTS)

128. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

129. Under California law, an employer is required “to indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful” pursuant to the applicable wage orders and California Labor Code sections 2802, et seq.

130. Upon information and belief, during the applicable recovery period, Defendants have had a policy and/or practice of not reimbursing Plaintiffs and other Aggrieved Employees for all necessary expenditures incurred by the employees in direct consequence of the discharge of their duties.

131. Upon information and belief, Defendants did not reimburse Aggrieved Employees for the required use of their personal cellphones and vehicles for work purposes, home internet, personal computer expenses, other office supply expenses, and uniforms, which were necessary for them to perform their duties. Under California law, such expenses are reimbursable.

132. Defendants’ conduct described herein violates Labor Code sections 2802, et seq., and the applicable wage orders, and thus entitles Aggrieved Employees to civil penalties under Labor Code sections 2802 and 2699.5.

133. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant to California Labor Code section 2802(c), which states, “For 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.”

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment as follows where applicable on Plaintiffs’ separately stated Causes of Action:

- 1. For reasonable attorneys’ fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*
- 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under PAGA;
- 3. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, 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
- 4. For such other relief as the Court deems just and proper.

Dated: May 2, 2025

ARIN | JAMES LLP

By: *Arin Norijanian*
ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for KERI GALLOWAY and LISA GEORGES

Dated: May2. 2025

SHAKOURI LAW FIRM

By: *Ashkan Shakouri*
ASHKAN SHAKOURI
Attorneys for KERI GALLOWAY and LISA GEORGES

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//

1 Dated: May 2, 2025

MOON LAW GROUP, PC

2
3 By: 

4 KANE MOON
5 ALLEN FEGHALI
6 JACQUELYNE VANEMMERIK
7 Attorneys for DAMETA O'BRIEN

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs demand a jury trial.

10 Dated: May 2, 2025

ARIN | JAMES APC

11
12 By: 

13 ARIN NORIJANIAN
14 JAMES H. DEMERJIAN
15 Attorneys for KERI GALLOWAY and LISA
16 GEORGES

17 Dated: May 2, 2025

SHAKOURI LAW FIRM

18
19 By: 

20 ASHKAN SHAKOURI
21 Attorneys for KERI GALLOWAY and LISA
22 GEORGES

23 Dated: May 2, 2025

MOON LAW GROUP, PC

24
25 By: 

26 KANE MOON
27 ALLEN FEGHALI
28 JACQUELYNE VANEMMERIK
Attorneys for DAMETA O'BRIEN

EXHIBIT 1



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 14, 2020

Via E-Mail

Karimah Lamar, Esq.
Special Counsel
Littler Mendelson, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101
c/o Medix Staffing Solutions

Via Certified Mail

The Illumination Foundation
1091 N. Batavia Street
Orange, California 92867

Re: **Notice of Intent to File Civil Action Pursuant to Labor Code § 2810.3**
Keri Galloway v. Medix Staffing Solutions and The Illumination
Foundation

Dear Ms. Lamar, Medix Staffing Solutions, and The Illumination Foundation,

Please be advised that Keri Galloway (“Ms. Galloway”) intends to file a civil action, on behalf of herself and on behalf of all current and/or former non-exempt employees (“Aggrieved Employees”) who performed work for Medix Staffing Solutions (“Medix”) and The Illumination Foundation (“TIF”), (collectively referred to as “Employers”), for violations of the California Labor Code, including, but not limited to under the Private Attorney General Act (PAGA), Labor Code § 2698, *et seq.* Labor Code § 2810.3 provides, in pertinent part:

A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages

Factual Background:

Medix is an Illinois corporation. Medix is a staffing and workforce solutions organization. TIF is a California nonprofit corporation. TIF provides shelters for the homeless population. Medix and TIF were Ms. Galloway’s joint employers because while Medix hired, paid, and assigned Ms. Galloway to work at TIF’s facilities, at all times mentioned herein, TIF also exercised control over her job duties and her employment in general. Medix placed Ms. Galloway at two of TIF’s facilities in Orange



County, where she was employed as a medical assistant. Ms. Galloway was employed as a non-exempt employee from approximately May 2020 until around June 2020. Moreover, Medix and TIF are also liable for the violations alleged herein under Labor Code § 2810.3 to the extent that Medix qualifies as a “Labor Contractor” and TIF qualifies as a “Client Employer” under said statute. Labor Code § 2810.3(b) provides that, “A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following: (1) The payment of wages. Labor Code § 2810.3(f) further states, “The provisions of subdivision (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law.” Accordingly, both Medix and TIF are liable to Ms. Galloway and all other Aggrieved Employees for all of the violations alleged herein. Ms. Galloway seeks to represent all Aggrieved Employees who worked for Medix and TIF during the applicable recovery period.

Ms. Galloway’s duties included providing care for TIF’s clients. Ms. Galloway was paid hourly. Ms. Galloway worked full time throughout her employment at Medix and TIF and routinely worked overtime.

Medix’s and TIF’s Labor Code and IWC Wage Order Violations:

Medix and TIF denied Ms. Galloway 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, Medix and TIF failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to maintain accurate records and issue accurate itemized wage statements. Specifically, Medix and TIF committed the following Labor Code violations against Ms. Galloway and other non-exempt employees:

1. Medix and TIF violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage Order by not providing Ms. Galloway and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Galloway and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Oftentimes, Ms. Galloway and other non-exempt employees would entirely miss their meal breaks because their duties did not allow them to take a meal break during their shifts and/or they were not permitted or authorized to take compliant meal breaks. Additionally, Ms. Galloway and other non-exempt employees would not be provided duty-free meal breaks such that they would be interrupted during their duty-free meal periods. Medix and TIF did not pay the requisite meal period premium pay of an additional hour of wages on such occasions.



2. Additionally, Medix and TIF violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Ms. Galloway and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the nature of Ms. Galloway’s and other non-exempt employees’ duties, they routinely would not receive timely and/or compliant rest periods. Moreover, Medix and TIF failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Medix and TIF violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. Medix and TIF failed to include Ms. Galloway’s and other non-exempt employees’ available sick leave balances on their itemized wage statements.

4. Medix and TIF violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Medix’s and TIF’s failure to record the proper beginning and end of each meal period on Ms. Galloway’s and other non-exempt employees’ time records.

5. Medix and TIF violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and did not include an accurate balance of Ms. Galloway’s and other non-exempt employees’ available sick leave. As such, Medix and TIF violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Galloway and other non-exempt employees.

6. Medix and TIF violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Ms. Galloway and other Aggrieved Employees in California by failing to pay premium pay for missed meal and rest periods.

Ms. Galloway will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other non-exempt employees. Without limitation, Ms. Galloway, on behalf of herself and all Aggrieved Employees will seek any and all penalties and underpaid wages under Labor Code § 558 and PAGA. 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 6399.7.

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. Galloway becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Medix and TIF, 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 Norjianian
James Demerjian

an/jd

SHAKOURI LAW FIRM

Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor

Los Angeles, CA 90025

Tel: (310) 575-1827

Fax: (310) 575-1890

ash@shakourilawfirm.com

shakourilawfirm.com

September 9, 2020

Via Certified U.S. Mail:

Medix Staffing Solutions, Inc.

222 S. Riverside Plaza, Suite 2120

Chicago, Illinois 60606

Via Certified U.S. Mail:

Logistic Health, Inc.

328 Front Street South

La Crosse, WI 54601

Re: Notice of Intent to File Civil Action Pursuant to Labor Code § 2810.3

From: Lisa Georges on behalf of herself and on behalf of all current and/or former employees of Medix Staffing Solutions, Inc. & Logistic Health, Inc.

To: Medix Staffing Solutions, Inc. & Logistic Health, Inc.

To Whom It May Concern:

The purpose of this letter is to put you on notice pursuant to Labor Code § 2810.3(d), Lisa Georges (“Claimant”) intends to file a civil action, on behalf of herself and on behalf of all current and/or former employees, against Medix Staffing Solutions, Inc. (“Medix”) and Logistic Health, Inc. (“LHI”) (collectively referred to herein as “Employers”), for violations of the California Labor Code California Labor Code Sections, including but not limited to, under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.* Specifically, Labor Code § 2810.3 6(b) provides:

A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

Factual Statement

On or about May 8, 2020, Medix hired, assigned, and paid Claimant to work as a non-exempt, hourly administrative assistant at one of LHI's owned and/or operated Covid-19 testing facilities in Los Angeles, California. Among other things, Claimant's job duties included checking in patients, obtaining patient information, and preparing test kits. Claimant was regularly required to work around 12 hours a day, five days a week. Employers terminated Claimant on August 17, 2020 because LHI was not satisfied with her job performance. Claimant was paid \$19 an hour throughout her assignment.

Medix and LHI were joint employers of Claimant under California law because while Medix hired, paid and assigned Claimant to work at one of LHI's facilities, at all times mentioned herein, LHI scheduled Plaintiff's work hours, exercised control over her job duties, had to approve her request for time off work, and had the ability to, and did in fact, terminate her from her job.

The Employers are also both liable for the violations alleged herein under Labor Code § 2810.3 since Medix qualifies as a "Labor contractor" and LHI qualifies as a "Client Employer" under said statute. Relevantly, Labor Code § 2810.3(b) provides that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following: (1) The payment of wages. Labor Code § 2810.3(f) further states: "The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law."

Accordingly, both Medix and LHI are liable to Claimant and other similarly situated employees for all of violations alleged herein. Claimant seeks to represent all non-exempt, hourly employees of Medix who worked for LHI during the applicable recovery period (collectively referred to as "Employees").

Employers' Failure to Authorize and/or Permit Lawful Meal Breaks

During the applicable recovery period, Employers have had policy and/or practice of not authorizing and/or permitting Claimant and other Employees to take lawful first and/or second meal breaks under California law.

Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

Labor Code § 512(a) provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period

may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

During the applicable recovery period, Claimant and other Employees regularly worked in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the applicable Wage Orders, due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was not permitted or authorized to take her lawful first or second meal breaks because she was required to don and doff her protective gear while on her meal breaks. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful meal breaks. Medix also failed to properly train its employees about California meal break laws.

During the applicable recovery period, Employers failed to pay Claimant and other Employees premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. Claimant and other Employees are entitled to recover one additional hour of pay at their regular rate of compensation for each workday that a meal period was not authorized and/or permitted by Employers. Claimant and other Employees are also entitled to their costs and reasonable attorneys’ fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers’ Failure to Authorize and/or Permit Rest Breaks

During the applicable recovery period, Employers had had policy and/or practice of not authorizing and/or permitting Claimant and other Employees to take lawful rest breaks under California law.

California Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." The applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof.

Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an employee a rest break in accordance with the applicable Wage Orders, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided. The provisions of the applicable Wage Orders state that the rest break is defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest.

During the applicable recovery period, Employers did not authorize and/or permit Claimant and other Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was allowed to take her lawful rest breaks only if there were no

patients at the testing facility she was assigned to work. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful rest breaks. Medix also failed to properly train its employees about California rest break laws.

Claimant and other Employees are entitled to recover one additional hour of pay at their regular rate of compensation with Employers for each workday that a rest break was not authorized and/or permitted by Employers. Claimant and other Employees are also entitled to their costs and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for All Hours Worked

Under California law, an employer is required to compensate all its non-exempt employees for all hours worked pursuant to the applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197, and 1198. Pursuant to the applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Employees for all hours worked. For instance, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Employees for all hours worked by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. Upon information and belief, Employers also did not pay for Employees for mandatory facility-specific training or orientation time. Under California law, time spent on such facility-specific training or orientation is compensable because, among other things, they are not voluntary and are directly related to employees' jobs as they are designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Employer's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197, and 1198, and the applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194, and 1194.2, the Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Pay Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable Wage Orders.

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Employees minimum wage for their work. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Employees minimum wage by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. As also alleged above, upon information and belief, Employers also did not pay for Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Pursuant to Labor Code §§ 1194 and 1194.2, Claimant and Employees are entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney fees, expenses and costs of suit.

As a result of these ongoing violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay to Pay Overtime or Double Time

Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage Orders, Employers were required to compensate Claimant and other Employees for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Employers were also required to compensate Claimant and other Employees for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

Claimant and other Employees were non-exempt employees entitled to the protections of the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198. During the applicable recovery period, Claimant and other Employees also worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek.

As alleged above, during the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Employees minimum wage for their work hours, including overtime and double time hours. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020 that lasted 12 hours. Upon information and belief, during the applicable recovery period, Employers also failed to pay Employees all their work hours by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their overtime and double time pay. As also alleged above, upon information and belief, Employers also did not pay for Employees for mandatory facility-

specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill. Upon information and belief, some of the unpaid training or orientation time took place during a full day of work by Employees, which must be compensated at overtime or double time rates.

As a direct and proximate result of Employers' conduct as alleged above, they have violated the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198, entitling Claimant and other Employees to recover for their unpaid overtime and double time, interest, attorney fees and costs.

As a result of these ongoing violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et. seq.*

Employers' Failure to Furnish Accurate Wage Statements

Labor Code § 226(a) sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Employers knowingly and intentionally failed to provide Claimant and the Employees with wage statement statements accurately displaying the information required by Labor Code § 226(a) because said wage statements do not accurately reflect the premiums owed to Claimant and the Employees for their non-complaint meals and/or rest breaks.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Employers violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Employers are subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required under Labor Code § 226(a).

As a result of these violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Accrued Time Off Upon Separation

Under California law, paid time off is considered vacation time if it is conditioned on the length of service. Pursuant to Labor Code § 227.3, "all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served."

During the applicable recovery period, Employers have had a policy and/or practice of providing paid time off to Claimant and other Employees that was conditioned on their length of service, without paying them for paid time off vested at the time of their separation in violation of Labor Code § 227.3. For instance, Claimant's last paystub shows that she had 3.08 hours of paid time off vested. However, Employers never paid her for that accrued time off when they fired her.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the other Employees are entitled to their unpaid wages under Labor Code § 227.3, their attorneys' fees, costs and interests.

As a result of this violation, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay All Wages Upon Separation

Labor Code §§ 201 and 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

During the applicable recovery period, Claimant and some of the Employees have separated from Employers as a result of being discharged or having voluntarily resigned their employment. While employed by Employers, Claimant and the separated Employees were not paid all wages owed to them under California law, as alleged herein. For instance, as alleged above, Claimant worked on August 17, 2020 without any compensation.

Employers are required to compensate Claimant and the separated Employees all their unpaid wages, and an additional penalty equal to their daily earnings up to an amount equal to those owed for 30 days of work.

As a result of these ongoing violations, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Timely Pay Wages

As alleged above, during the applicable recovery period, Employers failed to pay Claimant and other Employees wages owed to them, as alleged above, on their regular paydays. By failing to pay wages on their regular paydays, Employers violated Labor Code § 204(a), and thus owes penalties under Labor Code § 210.

Labor Code § 210 specifically provides that every person who fails to pay the wages of an employee in a timely manner (pursuant to Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5) or withholds wages due an employee (pursuant to Labor Code § 223) shall be subject to a civil penalty as follows: (a) For any initial violation, \$ 50 for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, \$100 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As a result of these violations, Employers are also liable for civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Provide Required Written Notice Under Labor Code § 2810.5

Under Labor Code § 2810.5, every employer at the time of hiring must provide its employees a "written notice" that contains the information required under the statute. Employers did not provide such required written notice to Claimant, and upon information and belief, failed to provide said notice to the other Employees.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Penalties Sought

Without limitation, Claimant and other Employees will further seek any and all penalties and underpaid wages under Labor Code § 558 and PAGA. 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 6399.7.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri

Attorney for Claimant Lisa Georges

EXHIBIT 2



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

July 31, 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

Medix Staffing Solutions
222 S. Riverside Plaza, Suite 2120
Chicago, Illinois 60606

The Illumination Foundation
1091 N. Batavia Street
Orange, California 92867

Re: **Keri Galloway's Wage and Hour Claims Against Medix Staffing
Solutions and The Illumination Foundation**

Dear Labor and Workforce Development Agency, Medix Staffing Solutions, and The Illumination Foundation:

Please be advised that Keri Galloway ("Ms. Galloway") has retained our firm to represent her for claims against her former employers Medix Staffing Solutions ("Medix") and The Illumination Foundation ("TIF"). This correspondence shall serve as Ms. Galloway's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Galloway and all other aggrieved employees against Medix and TIF. Ms. Galloway provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Ms. Galloway 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. Galloway also intends to represent all other non-exempt employees who performed work for Medix and TIF 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. Galloway alleges that Medix and TIF committed the following against her and all other non-exempt employees in California:

Factual Background:

Medix is an Illinois corporation. Medix is a staffing and workforce solutions organization. TIF is a California nonprofit corporation. TIF provides shelters for the homeless population. Medix and TIF were Ms. Galloway's joint employers. Medix placed Ms. Galloway at two of TIF's facilities in Orange County, where she was employed as a medical assistant. Ms. Galloway was employed as a non-exempt employee from approximately May 2020 until around June 2020.

Ms. Galloway's duties included providing care for TIF's clients. Ms. Galloway was paid hourly. Ms. Galloway worked full time throughout her employment at Medix and TIF and routinely worked overtime.

Medix's and TIF's Labor Code and IWC Wage Order Violations:

Medix and TIF denied Ms. Galloway 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, Medix and TIF failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to maintain accurate records and issue accurate itemized wage statements. Specifically, Medix and TIF committed the following Labor Code violations against Ms. Galloway and other non-exempt employees:

1. Medix and TIF violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Ms. Galloway and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Galloway and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Oftentimes, Ms. Galloway and other non-exempt employees would entirely miss their meal breaks because their duties did not allow them to take a meal break during their shifts and/or they were not permitted or authorized to take compliant meal breaks. Additionally, Ms. Galloway and other non-exempt employees would not be provided duty-free meal breaks such that they would be interrupted during their duty-free meal periods. Medix and TIF did not pay the requisite meal period premium pay of an additional hour of wages on such occasions.



2. Additionally, Medix and TIF violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Ms. Galloway and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the nature of Ms. Galloway’s and other non-exempt employees’ duties, they routinely would not receive timely and/or compliant rest periods. Moreover, Medix and TIF failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Medix and TIF violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. Medix and TIF failed to include Ms. Galloway’s and other non-exempt employees’ available sick leave balances on their itemized wage statements.

4. Medix and TIF violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Medix’s and TIF’s failure to record the proper beginning and end of each meal period on Ms. Galloway’s and other non-exempt employees’ time records.

5. Medix and TIF violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and did not include an accurate balance of Ms. Galloway’s and other non-exempt employees’ available sick leave. As such, Medix and TIF violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Galloway and other non-exempt employees.

6. Medix and TIF violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Ms. Galloway and other Aggrieved Employees in California by failing to pay premium pay for missed meal and rest periods.

Ms. Galloway will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves 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. Galloway becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Medix and TIF, she reserves

California Labor and Workforce Development Agency
Medix Staffing Solutions
The Illumination Foundation
July 31, 2020
Page 4 of 4



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 Norjianian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

August 27, 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

Medix Staffing Solutions
222 S. Riverside Plaza, Suite 2120
Chicago, Illinois

The Illumination Foundation
1091 N. Batavia Street
Orange, California 92867

Re: **LWDA Case No. LWDA-CM-800973-20**
Keri Galloway's Amended Wage and Hour Claims Against Medix
Staffing Solutions and The Illumination Foundation

Dear Labor and Workforce Development Agency, Medix Staffing Solutions, and The Illumination Foundation:

Please be advised that Keri Galloway ("Ms. Galloway") has retained our firm to represent her for claims against her former employers Medix Staffing Solutions ("Medix") and The Illumination Foundation ("TIF"). This correspondence shall serve as Ms. Galloway's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Galloway and all other aggrieved employees against Medix and TIF. Ms. Galloway provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Ms. Galloway 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. Galloway also intends to represent all other non-exempt employees who performed work for Medix and TIF 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. Galloway alleges that Medix and TIF committed the following against her and all other non-exempt employees in California:

Factual Background:

Medix is an Illinois corporation. Medix is a staffing and workforce solutions organization. TIF is a California nonprofit corporation. TIF provides shelters for the homeless population. Medix and TIF were Ms. Galloway's joint employers because while Medix hired, paid, and assigned Ms. Galloway to work at TIF's facilities, at all times mentioned herein, TIF also exercised control over her job duties and her employment in general. Medix placed Ms. Galloway at two of TIF's facilities in Orange County, where she was employed as a medical assistant. Ms. Galloway was employed as a non-exempt employee from approximately May 2020 until around June 2020. Moreover, Medix and TIF are also liable for the violations alleged herein under Labor Code § 2810.3 to the extent that Medix qualifies as a "Labor Contractor" and TIF qualifies as a "Client Employer" under said statute.

Ms. Galloway's duties included providing care for TIF's clients. Ms. Galloway was paid hourly. Ms. Galloway worked full time throughout her employment at Medix and TIF and routinely worked overtime.

Medix's and TIF's Labor Code and IWC Wage Order Violations:

Medix and TIF denied Ms. Galloway 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, Medix and TIF failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to maintain accurate records and issue accurate itemized wage statements. Medix and TIF were joint employers of Ms. Galloway, and they were employers pursuant to Labor Code § 2810.3. Specifically, Medix and TIF committed the following Labor Code violations against Ms. Galloway and other non-exempt employees:

1. Medix and TIF violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Ms. Galloway and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Galloway and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess



of 10 hours. Oftentimes, Ms. Galloway and other non-exempt employees would entirely miss their meal breaks because their duties did not allow them to take a meal break during their shifts and/or they were not permitted or authorized to take compliant meal breaks. Additionally, Ms. Galloway and other non-exempt employees would not be provided duty-free meal breaks such that they would be interrupted during their duty-free meal periods. Medix and TIF did not pay the requisite meal period premium pay of an additional hour of wages on such occasions.

2. Additionally, Medix and TIF violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Ms. Galloway and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the nature of Ms. Galloway’s and other non-exempt employees’ duties, they routinely would not receive timely and/or compliant rest periods. Moreover, Medix and TIF failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Medix and TIF violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. Medix and TIF failed to include Ms. Galloway’s and other non-exempt employees’ available sick leave balances on their itemized wage statements.

4. Medix and TIF violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Medix’s and TIF’s failure to record the proper beginning and end of each meal period on Ms. Galloway’s and other non-exempt employees’ time records.

5. Medix and TIF violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and did not include an accurate balance of Ms. Galloway’s and other non-exempt employees’ available sick leave. As such, Medix and TIF violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Galloway and other non-exempt employees.

6. Medix and TIF violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Ms. Galloway and other Aggrieved Employees in California by failing to pay premium pay for missed meal and rest periods.



Ms. Galloway will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves 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. Galloway becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Medix and TIF, 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 Norjianian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

November 16, 2020

Second 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 & Email

Karimah Lamar, Esq.
Littler Mendelson
C/O
Medix Staffing Solutions, Inc.
501 W. Broadway, Suite 900
San Diego, CA 92101
klamar@litter.com

Justin P. Hall, Esq.
Fisher Phillips
C/O
The Illumination Foundation
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
jhall@fisherphillips.com

Re: **LWDA Case No. LWDA-CM-800973-20**
Keri Galloway's Amended Wage and Hour Claims Against Medix
Staffing Solutions and The Illumination Foundation

Dear Labor and Workforce Development Agency, Medix Staffing Solutions, and The Illumination Foundation:

Please be advised that Keri Galloway ("Ms. Galloway") has retained our firm to represent her for claims against her former employers Medix Staffing Solutions ("Medix") and The Illumination Foundation ("TIF"). This correspondence shall serve as Ms. Galloway's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Galloway and all other aggrieved employees against Medix and TIF. Ms. Galloway provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.



Ms. Galloway 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. Galloway also intends to represent all other non-exempt employees who performed work for Medix and TIF 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. Galloway alleges that Medix and TIF committed the following against her and all other non-exempt employees in California:

Factual Background:

Medix is an Illinois corporation. Medix is a staffing and workforce solutions organization. TIF is a California nonprofit corporation. TIF provides shelters for the homeless population. Medix and TIF were Ms. Galloway's joint employers because while Medix hired, paid, and assigned Ms. Galloway to work at TIF's facilities, at all times mentioned herein, TIF also exercised control over her job duties and her employment in general. Medix placed Ms. Galloway at two of TIF's facilities in Orange County, where she was employed as a medical assistant. Ms. Galloway was employed as a non-exempt employee from approximately May 2020 until around June 2020. Moreover, Medix and TIF are also liable for the violations alleged herein under Labor Code § 2810.3 to the extent that Medix qualifies as a "Labor Contractor" and TIF qualifies as a "Client Employer" under said statute.

Ms. Galloway's duties included providing care for TIF's clients. Ms. Galloway was paid hourly. Ms. Galloway worked full time throughout her employment at Medix and TIF and routinely worked overtime.

Medix's and TIF's Labor Code and IWC Wage Order Violations:

Medix and TIF denied Ms. Galloway 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, Medix and TIF failed to pay Ms. Galloway and other non-exempt employees for all hours worked, failed to timely pay Ms. Galloway and other non-exempt employees all minimum, regular, and overtime wages owed, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, 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. Medix and TIF were joint employers of Ms. Galloway, and they were employers pursuant to Labor Code § 2810.3.



Specifically, Medix and TIF committed the following Labor Code violations against Ms. Galloway and other non-exempt employees:

1. Medix and TIF violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage Order by not providing Ms. Galloway and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Galloway and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Oftentimes, Ms. Galloway and other non-exempt employees would entirely miss their meal breaks because their duties did not allow them to take a meal break during their shifts and/or they were not permitted or authorized to take compliant meal breaks. Additionally, Ms. Galloway and other non-exempt employees would not be provided duty-free meal breaks such that they would be interrupted during their duty-free meal periods. Medix and TIF did not pay the requisite meal period premium pay of an additional hour of wages on such occasions.

2. Additionally, Medix and TIF violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Ms. Galloway and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the nature of Ms. Galloway’s and other non-exempt employees’ duties, they routinely would not receive timely and/or compliant rest periods. Moreover, Medix and TIF failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Medix and TIF violated Labor Code §§ 510, 558, 1194, 1197, 1197.1, and the applicable Wage Order by not paying Ms. Galloway and other non-exempt employees their minimum wage for all hours worked, overtime pay for all hours worked over eight hours in any workday and for all hours worked more than 40 hours. Medix and TIF had a policy and/or practice of unlawfully rounding Ms. Galloway’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. Medix and TIF’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. Galloway and other non-exempt employees. As a result, Ms. Galloway 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 eight hours in any workday and for all hours worked more than 40 hours in the workweek.



4. Medix and TIF violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees' itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee's designated pay date. Medix and TIF failed to include Ms. Galloway's and other non-exempt employees' available sick leave balances on their itemized wage statements.

5. Medix and TIF violated Labor Code §§ 1174, 1174.5, 1198 and the "Records" section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Medix's and TIF's failure to record the proper beginning and end of each meal period on Ms. Galloway's and other non-exempt employees' time records, the applicable rates of pay and the wages paid.

6. Medix and TIF violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include an accurate balance of Ms. Galloway's and other non-exempt employees' available sick leave, and also violated these code sections 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, Medix and TIF violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Galloway and other non-exempt employees by not accurately reflecting the hours worked on the paystubs

7. Medix and TIF violated Labor Code sections 201-204, 210, 1194, 1194.2 and 1198 by failing to pay all wages during employment and upon separation of employee to Ms. Galloway and other Aggrieved Employees in California by failing to pay premium pay for missed meal and rest periods, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay to for all minimum and overtime wages for all hours worked.

8. Medix and TIF violated Labor Code section 2810.5 by failing to provide notice to Ms. Galloway and other Aggrieved Employees a "written notice" that contains the information required under Labor Code section 2810.5. Employers did not provide such required notice to Ms. Galloway, and upon information and belief, failed to provide said notice to the other Aggrieved Employees.



Ms. Galloway will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves 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. Galloway becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Medix and TIF, 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

EXHIBIT 3

SHAKOURI LAW FIRM

Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor

Los Angeles, CA 90025

Tel: (310) 575-1827

Fax: (310) 575-1890

ash@shakourilawfirm.com

shakourilawfirm.com

August 26, 2020

Via E-filing:

California Labor & Workforce

Development Agency

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

Via Certified U.S. Mail:

Medix Staffing Solutions, Inc.

222 S. Riverside Plaza, Suite 2120

Chicago, Illinois 60606

Via Certified U.S. Mail:

Logistic Health, Inc.

328 Front Street South

La Crosse, WI 54601

Re: PAGA Notice Pursuant to California Labor Code § 2699

Claimant: Lisa Georges

Employer: Medix Staffing Solutions, Inc. & Logistic Health, Inc.

Dear Sir or Madam:

Claimant Lisa Georges (“Claimant”) has retained Ashkan Shakouri of Shakouri Law Firm to represent her, and all other aggrieved employees as that term is defined under Labor Code § 2699 (c)¹, for wage and hour claims against Medix Staffing Solutions, Inc. (“Medix”) and Logistic Health, Inc. (“LHI”), collectively referred to herein as “Employers.”

On or about May 8, 2020, Medix hired, assigned, and paid Claimant to work as a non-exempt, hourly administrative assistant at one of LHI’s owned and/or operated Covid-19 testing facilities in Los Angeles, California. Among other things, Claimant’s job duties included checking

¹ Labor Code § 2699(c) defines an “aggrieved employee” as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

in patients, obtaining patient information, and preparing test kits. Claimant was regularly required to work around 12 hours a day, five days a week. Employers terminated Claimant on August 17, 2020 because LHI was not satisfied with her job performance. Claimant was paid \$19 an hour throughout her assignment.

Medix and LHI were joint employers of Claimant under California law because while Medix hired, paid and assigned Claimant to work at one of LHI's facilities, at all times mentioned herein, LHI scheduled Plaintiff's work hours, exercised control over her job duties, had to approve her request for time off work, and had the ability to, and did in fact, terminate her from her job.

The Employers are also both liable for the violations alleged herein under Labor Code § 2810.3 since Medix qualifies as a "Labor contractor" and LHI qualifies as a "Client Employer" under said statute. Relevantly, Labor Code § 2810.3(b) provides that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following: (1) The payment of wages. Labor Code § 2810.3(f) further states: "The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law."

Accordingly, both Medix and LHI are liable to Claimant for all of violations alleged herein. Additionally, the aggrieved employees Claimant seeks to represent consist of: 1) all non-exempt, hourly employees of Medix who worked for one of its clients in California, including, but not limited to, LHI, during the applicable recovery period; and 2) all non-exempt, hourly employees of LHI who worked in California during the applicable recovery period, whether they were hired directly by LHI, or hired indirectly through a staffing agency, including, but not limited to, Medix (collectively referred to as "Aggrieved Employees").

Employers have violated, and/or have caused to be violated, several Labor Code provisions and are therefore liable for civil penalties under Labor Code §§ 558 & 2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Employers' Failure to Authorize and/or Permit Lawful Meal Breaks

During the applicable recovery period, Employers have had policy and/or practice of not authorizing and/or permitting Claimant and other Aggrieved Employees to take lawful first and/or second meal breaks under California law.

Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

Labor Code § 512(a) provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

During the applicable recovery period, Claimant and other Aggrieved Employees regularly worked in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the applicable Wage Orders, due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was not permitted or authorized to take her lawful first or second meal breaks because she was required to don and doff her protective gear while on her meal breaks. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful meal breaks. Medix also failed to properly train its employees about California meal break laws.

During the applicable recovery period, Employers failed to pay Claimant and other Aggrieved Employees premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. Claimant and other Aggrieved Employees are entitled to recover one additional hour of pay at their regular rate of compensation for each workday that a meal period was not authorized and/or permitted by Employers. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys’ fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers’ Failure to Authorize and/or Permit Rest Breaks

During the applicable recovery period, Employers had had policy and/or practice of not authorizing and/or permitting Claimant and other Aggrieved Employees to take lawful rest breaks under California law.

California Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." The applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof.

Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an employee a rest break in accordance with the applicable Wage Orders, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided. The provisions of the applicable Wage Orders state that the rest break is

defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest.

During the applicable recovery period, Employers did not authorize and/or permit Claimant and other Aggrieved Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was allowed to take her lawful rest breaks only if there were no patients at the testing facility she was assigned to work. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful rest breaks. Medix also failed to properly train its employees about California rest break laws.

Claimant and other Aggrieved Employees are entitled to recover one additional hour of pay at their regular rate of compensation with Employers for each workday that a rest break was not authorized and/or permitted by Employers. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for All Hours Worked

Under California law, an employer is required to compensate all its non-exempt employees for all hours worked pursuant to the applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197, and 1198. Pursuant to the applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees for all hours worked. For instance, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees for all hours worked by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. Upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time. Under California law, time spent on such facility-specific training or orientation is compensable because, among other things, they are not voluntary and are directly related to employees' jobs as they are designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Employer's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197, and 1198, and the applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226,

558, 1194, and 1194.2, the Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Pay Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable Wage Orders.

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees minimum wage for their work. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees minimum wage by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. As also alleged above, upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Pursuant to Labor Code §§ 1194 and 1194.2, Claimant and Aggrieved Employees are entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney fees, expenses and costs of suit.

As a result of these ongoing violations, Employers is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay to Pay Overtime or Double Time

Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage Orders, Employers were required to compensate Claimant and other Aggrieved Employees for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Employers were also required to compensate Claimant and other Aggrieved Employees for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

Claimant and other Aggrieved Employees were non-exempt employees entitled to the protections of the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

During the applicable recovery period, Claimant and other Aggrieved Employees also worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek.

As alleged above, during the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees minimum wage for their work hours, including overtime and double time hours. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020 that lasted 12 hours. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees all their work hours by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their overtime and double time pay. As also alleged above, upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill. Upon information and belief, some of the unpaid training or orientation time took place during a full day of work by Aggrieved Employees, which must be compensated at overtime or double time rates.

As a direct and proximate result of Employers' conduct as alleged above, they have violated the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198, entitling Claimant and other Aggrieved Employees to recover for their unpaid overtime and double time, interest, attorney fees and costs.

As a result of these ongoing violations, Employers liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et. seq.*

Employers' Failure to Furnish Accurate Wage Statements

Labor Code § 226(a) sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Employers knowingly and intentionally failed to provide Claimant and the Aggrieved Employees with wage statement statements accurately displaying the information required by Labor Code § 226(a) because said wage statements do not accurately reflect the premiums owed to Claimant and the Aggrieved Employees for their non-complaint meals and/or rest breaks.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the Aggrieved Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Employers violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Employers are subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required under Labor Code § 226(a).

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Accrued Time Off Upon Separation

Under California law, paid time off is considered vacation time if it is conditioned on the length of service. Pursuant to Labor Code § 227.3, "all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served."

During the applicable recovery period, Employers have had a policy and/or practice of providing paid time off to Claimant and other Aggrieved Employees that was conditioned on their length of service, without paying them for paid time off vested at the time of their separation in violation of Labor Code § 227.3. For instance, Claimant's last paystub shows that she had 3.08 hours of paid time off vested. However, Employers never paid her for that accrued time off when they fired her.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the other Aggrieved Employees are entitled to their unpaid wages under Labor Code § 227.3, their attorneys' fees, costs and interests.

As a result of this violation, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay All Wages Upon Separation

Labor Code §§ 201 and 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

During the applicable recovery period, Claimant and some of the Aggrieved Employees have separated from Employers as a result of being discharged or having voluntarily resigned their employment. While employed by Employers, Claimant and the separated Aggrieved Employees were not paid all wages owed to them under California law, as alleged herein. For instance, as alleged above, Claimant worked on August 17, 2020 without any compensation.

Employers are required to compensate Claimant and the separated Aggrieved Employees all their unpaid wages, and an additional penalty equal to their daily earnings up to an amount equal to those owed for 30 days of work.

As a result of these ongoing violations, Employers liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Timely Pay Wages

As alleged above, during the applicable recovery period, Employers failed to pay Claimant and other Aggrieved Employees wages owed to them, as alleged above, on their regular paydays. By failing to pay wages on their regular paydays, Employers violated Labor Code § 204(a), and thus owes penalties under Labor Code § 210.

Labor Code § 210 specifically provides that every person who fails to pay the wages of an employee in a timely manner (pursuant to Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5) or withholds wages due an employee (pursuant to Labor Code § 223) shall be subject to a civil penalty as follows: (a) For any initial violation, \$ 50 for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, \$100 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Provide Required Written Notice Under Labor Code § 2810.5

Under Labor Code § 2810.5, every employer at the time of hiring must provide its employees a "written notice" that contains the information required under the statute. Employers did not provide such required written notice to Claimant, and upon information and belief, failed to provide said notice to the other Aggrieved Employees.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties and underpaid wages under Labor Code § 558 and PAGA. 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 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court on behalf of herself and other Aggrieved Employees.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri

Attorney for Claimant and all other
Aggrieved Employees

SHAKOURI LAW FIRM

Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor

Los Angeles, CA 90025

Tel: (310) 575-1827

Fax: (310) 575-1890

ash@shakourilawfirm.com

shakourilawfirm.com

November 16, 2020

Via E-filing:

California Labor & Workforce

Development Agency

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

Via Certified U.S. Mail:

Medix Staffing Solutions, Inc.

222 S. Riverside Plaza, Suite 2120

Chicago, Illinois 60606

Via Certified U.S. Mail:

Logistics Health, Inc.

328 Front Street South

La Crosse, WI 54601

Re: PAGA Notice Pursuant to California Labor Code § 2699

Claimant: Lisa Georges

Employer: Medix Staffing Solutions, Inc. & Logistics Health, Inc.

Case No.: LWDA-CM-803976-20

Dear Sir or Madam:

Claimant Lisa Georges (“Claimant”) hereby amends her August 26, 2020 PAGA Notice, a copy of which is attached hereto as “Exhibit A,” in order to correct the name of one of the Employers. The correct name is Logistics Health, Inc., not “Logistic Health, Inc.” as incorrectly identified in Claimant’s original PAGA Notice.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri
Attorney for Claimant and all other
Aggrieved Employees

EXHIBIT A

SHAKOURI LAW FIRM

Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor

Los Angeles, CA 90025

Tel: (310) 575-1827

Fax: (310) 575-1890

ash@shakourilawfirm.com

shakourilawfirm.com

August 26, 2020

Via E-filing:

California Labor & Workforce

Development Agency

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

Via Certified U.S. Mail:

Medix Staffing Solutions, Inc.

222 S. Riverside Plaza, Suite 2120

Chicago, Illinois 60606

Via Certified U.S. Mail:

Logistic Health, Inc.

328 Front Street South

La Crosse, WI 54601

Re: PAGA Notice Pursuant to California Labor Code § 2699

Claimant: Lisa Georges

Employer: Medix Staffing Solutions, Inc. & Logistic Health, Inc.

Dear Sir or Madam:

Claimant Lisa Georges (“Claimant”) has retained Ashkan Shakouri of Shakouri Law Firm to represent her, and all other aggrieved employees as that term is defined under Labor Code § 2699 (c)¹, for wage and hour claims against Medix Staffing Solutions, Inc. (“Medix”) and Logistic Health, Inc. (“LHI”), collectively referred to herein as “Employers.”

On or about May 8, 2020, Medix hired, assigned, and paid Claimant to work as a non-exempt, hourly administrative assistant at one of LHI’s owned and/or operated Covid-19 testing facilities in Los Angeles, California. Among other things, Claimant’s job duties included checking

¹ Labor Code § 2699(c) defines an “aggrieved employee” as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

in patients, obtaining patient information, and preparing test kits. Claimant was regularly required to work around 12 hours a day, five days a week. Employers terminated Claimant on August 17, 2020 because LHI was not satisfied with her job performance. Claimant was paid \$19 an hour throughout her assignment.

Medix and LHI were joint employers of Claimant under California law because while Medix hired, paid and assigned Claimant to work at one of LHI's facilities, at all times mentioned herein, LHI scheduled Plaintiff's work hours, exercised control over her job duties, had to approve her request for time off work, and had the ability to, and did in fact, terminate her from her job.

The Employers are also both liable for the violations alleged herein under Labor Code § 2810.3 since Medix qualifies as a "Labor contractor" and LHI qualifies as a "Client Employer" under said statute. Relevantly, Labor Code § 2810.3(b) provides that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following: (1) The payment of wages. Labor Code § 2810.3(f) further states: "The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law."

Accordingly, both Medix and LHI are liable to Claimant for all of violations alleged herein. Additionally, the aggrieved employees Claimant seeks to represent consist of: 1) all non-exempt, hourly employees of Medix who worked for one of its clients in California, including, but not limited to, LHI, during the applicable recovery period; and 2) all non-exempt, hourly employees of LHI who worked in California during the applicable recovery period, whether they were hired directly by LHI, or hired indirectly through a staffing agency, including, but not limited to, Medix (collectively referred to as "Aggrieved Employees").

Employers have violated, and/or have caused to be violated, several Labor Code provisions and are therefore liable for civil penalties under Labor Code §§ 558 & 2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Employers' Failure to Authorize and/or Permit Lawful Meal Breaks

During the applicable recovery period, Employers have had policy and/or practice of not authorizing and/or permitting Claimant and other Aggrieved Employees to take lawful first and/or second meal breaks under California law.

Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

Labor Code § 512(a) provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

During the applicable recovery period, Claimant and other Aggrieved Employees regularly worked in excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal break, as required by Labor Code §§ 226.7, 512, and the applicable Wage Orders, due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was not permitted or authorized to take her lawful first or second meal breaks because she was required to don and doff her protective gear while on her meal breaks. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful meal breaks. Medix also failed to properly train its employees about California meal break laws.

During the applicable recovery period, Employers failed to pay Claimant and other Aggrieved Employees premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. Claimant and other Aggrieved Employees are entitled to recover one additional hour of pay at their regular rate of compensation for each workday that a meal period was not authorized and/or permitted by Employers. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys’ fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers’ Failure to Authorize and/or Permit Rest Breaks

During the applicable recovery period, Employers had had policy and/or practice of not authorizing and/or permitting Claimant and other Aggrieved Employees to take lawful rest breaks under California law.

California Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." The applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof.

Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an employee a rest break in accordance with the applicable Wage Orders, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided. The provisions of the applicable Wage Orders state that the rest break is

defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest.

During the applicable recovery period, Employers did not authorize and/or permit Claimant and other Aggrieved Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and understaffing at their jobsites. For instance, Claimant was allowed to take her lawful rest breaks only if there were no patients at the testing facility she was assigned to work. Medix further violated California law because, upon information and belief, as a staffing agency it failed to take necessary steps to ensure that its clients authorized and/or permitted the employees it placed at their facilities to take lawful rest breaks. Medix also failed to properly train its employees about California rest break laws.

Claimant and other Aggrieved Employees are entitled to recover one additional hour of pay at their regular rate of compensation with Employers for each workday that a rest break was not authorized and/or permitted by Employers. Claimant and other Aggrieved Employees are also entitled to their costs and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for All Hours Worked

Under California law, an employer is required to compensate all its non-exempt employees for all hours worked pursuant to the applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197, and 1198. Pursuant to the applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees for all hours worked. For instance, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees for all hours worked by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. Upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time. Under California law, time spent on such facility-specific training or orientation is compensable because, among other things, they are not voluntary and are directly related to employees' jobs as they are designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Employer's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197, and 1198, and the applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226,

558, 1194, and 1194.2, the Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit.

As a result of these ongoing violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Pay Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable Wage Orders.

During the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees minimum wage for their work. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees minimum wage by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. As also alleged above, upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

Pursuant to Labor Code §§ 1194 and 1194.2, Claimant and Aggrieved Employees are entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount, interest and attorney fees, expenses and costs of suit.

As a result of these ongoing violations, Employers is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay to Pay Overtime or Double Time

Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage Orders, Employers were required to compensate Claimant and other Aggrieved Employees for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Employers were also required to compensate Claimant and other Aggrieved Employees for all hours worked in excess of 12 hours in any workday at double their regular rate of pay.

Claimant and other Aggrieved Employees were non-exempt employees entitled to the protections of the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

During the applicable recovery period, Claimant and other Aggrieved Employees also worked in excess of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek.

As alleged above, during the applicable recovery period, the Employers have had a policy and/or practice of not paying Claimant and other Aggrieved Employees minimum wage for their work hours, including overtime and double time hours. As alleged above, Employers did not pay Claimant for her last day of work on August 17, 2020 that lasted 12 hours. Upon information and belief, during the applicable recovery period, Employers also failed to pay Aggrieved Employees all their work hours by engaging in improper rounding of their work hours, and by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their overtime and double time pay. As also alleged above, upon information and belief, Employers also did not pay for Aggrieved Employees for mandatory facility-specific training or orientation time that were directly related to employees' jobs as they were designed to make them handle their jobs more effectively as opposed to training them for another job or a new or additional skill. Upon information and belief, some of the unpaid training or orientation time took place during a full day of work by Aggrieved Employees, which must be compensated at overtime or double time rates.

As a direct and proximate result of Employers' conduct as alleged above, they have violated the applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198, entitling Claimant and other Aggrieved Employees to recover for their unpaid overtime and double time, interest, attorney fees and costs.

As a result of these ongoing violations, Employers liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et. seq.*

Employers' Failure to Furnish Accurate Wage Statements

Labor Code § 226(a) sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Employers knowingly and intentionally failed to provide Claimant and the Aggrieved Employees with wage statement statements accurately displaying the information required by Labor Code § 226(a) because said wage statements do not accurately reflect the premiums owed to Claimant and the Aggrieved Employees for their non-complaint meals and/or rest breaks.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the Aggrieved Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Employers violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Employers are subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required under Labor Code § 226(a).

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay for Accrued Time Off Upon Separation

Under California law, paid time off is considered vacation time if it is conditioned on the length of service. Pursuant to Labor Code § 227.3, "all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served."

During the applicable recovery period, Employers have had a policy and/or practice of providing paid time off to Claimant and other Aggrieved Employees that was conditioned on their length of service, without paying them for paid time off vested at the time of their separation in violation of Labor Code § 227.3. For instance, Claimant's last paystub shows that she had 3.08 hours of paid time off vested. However, Employers never paid her for that accrued time off when they fired her.

As a direct and proximate result of Employers' conduct as alleged above, Claimant and the other Aggrieved Employees are entitled to their unpaid wages under Labor Code § 227.3, their attorneys' fees, costs and interests.

As a result of this violation, Employers are also liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Pay All Wages Upon Separation

Labor Code §§ 201 and 202 require that an employer pay all wages due to an employee after said employee is discharged or quits. Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

During the applicable recovery period, Claimant and some of the Aggrieved Employees have separated from Employers as a result of being discharged or having voluntarily resigned their employment. While employed by Employers, Claimant and the separated Aggrieved Employees were not paid all wages owed to them under California law, as alleged herein. For instance, as alleged above, Claimant worked on August 17, 2020 without any compensation.

Employers are required to compensate Claimant and the separated Aggrieved Employees all their unpaid wages, and an additional penalty equal to their daily earnings up to an amount equal to those owed for 30 days of work.

As a result of these ongoing violations, Employers liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Timely Pay Wages

As alleged above, during the applicable recovery period, Employers failed to pay Claimant and other Aggrieved Employees wages owed to them, as alleged above, on their regular paydays. By failing to pay wages on their regular paydays, Employers violated Labor Code § 204(a), and thus owes penalties under Labor Code § 210.

Labor Code § 210 specifically provides that every person who fails to pay the wages of an employee in a timely manner (pursuant to Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5) or withholds wages due an employee (pursuant to Labor Code § 223) shall be subject to a civil penalty as follows: (a) For any initial violation, \$ 50 for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, \$100 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Employers' Failure to Provide Required Written Notice Under Labor Code § 2810.5

Under Labor Code § 2810.5, every employer at the time of hiring must provide its employees a "written notice" that contains the information required under the statute. Employers did not provide such required written notice to Claimant, and upon information and belief, failed to provide said notice to the other Aggrieved Employees.

As a result of these violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Penalties Sought

Without limitation, Claimant and other Aggrieved Employees will further seek any and all penalties and underpaid wages under Labor Code § 558 and PAGA. 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 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court on behalf of herself and other Aggrieved Employees.

Respectfully Submitted,

Ashkan Shakouri

Ashkan Shakouri
Attorney for Claimant and all other
Aggrieved Employees

EXHIBIT 4

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kane.Moon@moonyanglaw.com

May 21, 2022

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

OptumServe Health Services, Inc.
328 Front Street South
Lacrosse, WI 54601

VIA CERTIFIED MAIL

Medix Staffing Solutions, Inc.
222 S. Riverside Plaza, Suite 2120
Chicago, IL 60606

Notice of Labor Code Violations and PAGA Penalties

Re: ***Dameta O'Brien v. OptumServe Health Services, Inc. and Medix Staffing Solutions, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Dameta O'Brien ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, OptumServe Health Services, Inc. and Medix Staffing Solutions, Inc. (collectively referred herein as "Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Francisco County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a data administrator from approximately January 2022 to March 2022, primarily in San Francisco County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, during certain times of their employment, Plaintiff and the Aggrieved Employees were required to undergo COVID screening prior to clocking into work, off the clock and uncompensated. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were occasionally required to show up to work, only to be asked to return

home soon afterwards without being paid reporting time pay. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were required to use their personal cellular telephone outside of business hours, off the clock and uncompensated. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, such as the purchase of office supplies when working from home. Further, Plaintiff and the Aggrieved Employees were required to use their own personal cellular telephones for work purposes, without reimbursement. Also, Plaintiff and the Aggrieved

Employees were required to use their own personal computers and home internet with working from home, without reimbursement. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON & YANG, APC



Kane Moon, Esq.
Attorney at Law

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California, I am over the age of 18 and not a party to the within action; my business address is 401 Wilshire Boulevard, 12th Floor, Santa Monica, California 90401. I served the foregoing document(s) described as:

PLAINTIFFS' SECOND AMENDED COMPLAINT

X VIA EMAIL ONLY: I electronically caused to be served the foregoing document on all interested parties in this action via email only. The document will be deemed served on the date it was emailed.

Addressed as follows:

David Ongaro
dongaro@ongaropc.com
Cara Sherman
csherman@ongaropc.com
Ongaro OC
1604 Union St
San Francisco, CA 94123

Andrew Paley
apaley@seyfarth.com
Jonathan Brophy
jbrophy@seyfarth.com
Malak Jaouad
mcherkaouijaouad@seyfarth.com
Seyfarth Shaw LLP
2029 Century Park East Suite 3500
Los Angeles, CA 90067-3021

Elizabeth MacGregor
emacgregor@seyfarth.com
Seyfarth Shaw LLP
560 Mission St. Suite 3100
San Francisco, CA 94105

Todd B. Scherwin
E-Mail tscherwin@fisherphillips.com
Justin P. Hall
E-Mail jhall@fisherphillips.com

Fisher & Phillips LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

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

Date: May 27, 2025

Ashkan Shakouri

Ashkan Shakouri