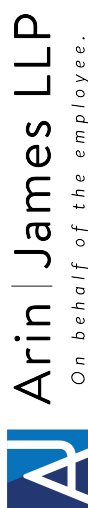


Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Christopher Lui



1 ARIN NORIJANIAN, ESQ. (SBN 260936)

arin@arinjames.com

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

james@arinjames.com

3 **ARIN | JAMES LLP**

4 100 North Brand Blvd., Suite 620

Glendale, CA 91203

5 (818) 476-0133 | Fax: (818) 230-5243

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

ash@skakourilawfirm.com

7 **SHAKOURI LAW FIRM**

11601 Wilshire Blvd., FL 5

8 Los Angeles, CA 90025

(310) 575-1827 | Fax: (310) 575-1890

9 Attorneys for Plaintiffs,

10 KERI GALLOWAY and LISA GEORGES

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

13 KERI GALLOWAY and LISA GEORGES,
14 individually and on behalf all other aggrieved
15 employees of DEFENDANTS in the State of
California,

16 Plaintiffs,

17 vs.

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

22 Defendants.

Case No. **20ST CV 44053**

**PLAINTIFFS' COMPLAINT FOR
DAMAGES FOR:**

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

- 23 **1. Civil Penalties For Failure To Pay
Minimum Wages;**
- 24 **2. Civil Penalties for Failure to Pay
Overtime Wages;**
- 25 **3. Civil Penalties for Failure to Provide
Meal Periods;**
- 26 **4. Civil Penalties for Failure to Provide
Rest Periods;**
- 27 **5. Civil Penalties For Failure To Issue
Itemized Wage Statements;**
- 28 **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**

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiffs KERI GALLOWAY (“GALLOWAY”) and LISA GEORGES (“GEORGES”) (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”), Defendant THE ILLUMINATION FOUNDATION (“ILLUMINATION FOUNDATION”), Defendant LOGISTICS HEALTH INC. (“LOGISTICS 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.

3. The aggrieved employees GALLOWAY seeks to represent consist of all non-exempt hourly employees of MEDIX who worked for one of its clients in California, including but not limited, to ILLUMINATION FOUNDATION, during the applicable recovery period (“Galloway Aggrieved Employees”). The aggrieved employees GEORGES seeks to represent consist of all non-exempt hourly employees of MEDIX who worked for one of its clients in California, including but not limited, to LOGISTICS HEALTH, during the applicable recovery period (“Georges

Aggrieved Employees”). The Galloway Aggrieved Employees and Georges Aggrieved Employees are collectively referred to as the “Aggrieved Employees.”

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

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

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

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

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

///

///

///

///

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. 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.

11. 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.

12. 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.

13. 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.

14. Defendants were “employers” within the meaning of all applicable state laws and statutes. MEDIX is a staffing and workforce solutions organization. ILLUMINATION FOUNDATION provides shelters for the homeless population. MEDIX and ILLUMINATION FOUNDATION were GALLOWAY’S joint employers because while MEDIX hired, paid and assigned GALLOWAY to work at ILLUMINATION FOUNDATION’s facilities, all times



mentioned herein, ILLUMINATION FOUNDATION exercised control over her job duties and her employment in general. Defendants MEDIX and ILLUMINATION FOUNDATION were/are joint employers of GALLOWAY and of other Galloway Aggrieved Employees within the meaning of the California Labor Code, the applicable Wage Order. Defendant MEDIX exercised control over GALLOWAY's wages and creation and termination of her employment and of other Galloway Aggrieved Employees. Defendant ILLUMINATION FOUNDATION exercised control over hours and working conditions of GALLOWAY and other Galloway Aggrieved Employees, and supervised their work. Defendants MEDIX and ILLUMINATION FOUNDATION suffered and permitted GALLOWAY and other Galloway Aggrieved Employees to work. Defendant MEDIX and ILLUMINATION FOUNDATION knew or reasonably should have known that GALLOWAY and other Galloway Aggrieved Employees were subjected to unlawful working conditions.

15. Similarly, MEDIX and LOGISTICS HEALTH were GEORGES' joint employers because while MEDIX hired, paid and assigned GEORGES to work at LOGISTICS HEALTH'S facilities, all times mentioned herein, LOGISTICS HEALTH exercised control over her job duties and her employment in general. Defendants MEDIX and LOGISTICS HEALTH were/are joint employers of GEORGES and of other Georges Aggrieved Employees within the meaning of the California GEORGES' wages and creation and termination of her employment and of other Georges Aggrieved Employees. Defendant LOGISTICS HEALTH exercised control over hours and working conditions of Plaintiff and other Georges Aggrieved Employees, and supervised their work. Defendants MEDIX and LOGISTICS HEALTH suffered and permitted GEORGES and other Georges Aggrieved Employees to work. Defendant MEDIX and LOGISTICS HEALTH knew or reasonably should have known that GEORGES and other Georges Aggrieved Employees were subjected to unlawful working conditions.

16. Moreover, ILLUMINATION FOUNDATION is liable to GALLOWAY and all other Galloway Aggrieved Employees for the violations alleged herein under Labor Code § 2810.3 since it qualifies as a "Client Employer" under said statute. Similarly, LOGISTICS HEALTH is liable to GEORGES and all other Georges Aggrieved Employees for the violations alleged herein under Labor Code § 2810.3 since it qualifies as a "Client Employer" under said statute. On August

26, 2020, Plaintiff GEORGES provided notice to Defendants MEDIX and LOGISTICS HEALTH pursuant to Labor Code § 2810.3(d) of Defendants' violations and of her intent to file a civil action. On September 14, 2020, Plaintiff GALLOWAY provided notice to Defendants MEDIX and ILLUMINATION FOUNDATION pursuant to Labor Code § 2810.3(d) of Defendants' violations and of her intent to file a civil action. True and correct copies of Plaintiffs' Labor Code § 2810.3 notices are attached hereto as **EXHIBIT 1**.

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

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

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

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

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

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

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

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

25. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

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

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

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

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

JURISDICTION AND VENUE

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

31. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all

1 causes except those given by statute to other trial courts. The statutes under which this action is
2 brought do not specify any other basis for jurisdiction.

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

6 33. Venue is proper in the County of Los Angeles because Defendants maintain offices,
7 has agents, and/or transacts business in the State of California, including the County of Los Angeles.
8 Moreover, the majority of the acts and omissions alleged herein relating to Plaintiffs and Aggrieved
9 Employees took place in the State of California, including the County of Los Angeles.

10 **PAGA ALLEGATIONS**

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

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

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

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

26 38. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
27 including Plaintiffs, may pursuant a civil action arising under PAGA after the following
28 requirements have been met:

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

6 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
7 employer and the aggrieved employee by certified mail that it does not intend to investigate the
8 alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
9 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)
10 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
11 commence a civil action pursuant to California Labor Code § 2699 to recovery civil penalties in
12 addition to any other penalties to which the employee may be entitled.

13 39. On July 31, 2020, Plaintiff GALLOWAY provided written notice by online
14 submission to the LWDA and by U.S. Certified Mail to Defendants MEDIX and ILLUMINATION
15 FOUNDATION of the specific provisions of the California Labor Code alleged to have been
16 violated, including the facts and theories to support the alleged violations. On August 27, 2020,
17 Plaintiff GALLOWAY provided an amended notice to the LWDA and by U.S. Certified Mail to
18 Defendants MEDIX and ILLUMINATION FOUNDATION of the specific provisions of the
19 California Labor Code alleged to have been violated, including the facts and theories to support the
20 alleged violations. True and correct copies of Plaintiff GALLOWAY’S PAGA notice and amended
21 PAGA notice are attached hereto as **EXHIBIT 2**. Plaintiff GALLOWAY has not received an
22 LWDA notice within sixty-five (65) calendar days of the date of Plaintiffs’ notice.

23 40. On August 26, 2020, Plaintiff GEORGES provided written notice by online
24 submission to the LWDA and by U.S. Certified Mail to Defendants MEDIX and LOGISTICS
25 HEALTH of the specific provisions of the California Labor Code alleged to have been violated,
26 including the facts and theories to support the alleged violations. On November 16, 2020, Plaintiff
27 GEORGES provided an amended notice to the LWDA and by U.S. Certified Mail to Defendants
28 MEDIX and LOGISTICS HEALTH of the specific provisions of the California Labor Code alleged

1 to have been violated, including the facts and theories to support the alleged violations. True and
2 correct copies of Plaintiff GEORGES' PAGA notice and amended PAGA notice are attached hereto
3 as **EXHIBIT 3**. Plaintiff GEORGES has not received an LWDA notice within sixty-five (65)
4 calendar days of the date of Plaintiffs' notice.

5 41. Therefore, Plaintiffs have satisfied the administrative prerequisites under California
6 Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies
7 authorized by the PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 226(a),
8 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

9 **GENERAL ALLEGATIONS**

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

13 43. Defendants MEDIX and ILLUMINATION FOUNDATION jointly employed
14 Plaintiff GALLOWAY as an hourly-paid, non-exempt employee from on or around May 2020 until
15 on or around June 2020 in the State of California. Defendants MEDIX and LOGISTICS HEALTH
16 jointly employed Plaintiff GEORGES as an hourly-paid, non-exempt employee from on or around
17 May 8, 2020 until on or around August 17, 2020 in the State of California.

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

- 19 a. exercised direction and control over the work Plaintiffs performed for
20 ILLUMINATION FOUNDATION or LOGISTICS HEALTH;
21 b. hired Plaintiffs and had authority to discharge them;
22 c. paid their wages;
23 d. issued them wage statements that identified MEDIX as their employer;
24 e. assigned Plaintiff GALLOWAY to work at ILLUMINATION FOUNDATION's
25 locations where she worked as a medical assistant; and assigned Plaintiff
26 GEORGES to work at LOGISTICS HEALTH's locations where she worked as an
27 administrator assistant.
28

- 1 f. provided them onboarding and tax documentation, such as W2 and W4 documents,
2 employee handbook and arbitration agreement that identified MEDIX as their
3 employer.

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

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

20 46. At all relevant times herein, LOGISTICS HEALTH was GEORGES' joint employer
21 because:

- 22 a. LOGISTICS HEALTH exercised direction and control over the work GEORGES
23 performed for LOGISTICS HEALTH;
24 b. GEORGES performed work at LOGISTICS HEALTH's locations;
25 c. LOGISTICS HEALTH provided her with training on how to perform her work at
26 LOGISTICS HEALTH;
27 d. LOGISTICS HEALTH decided whether she would work;
28 e. LOGISTICS HEALTH hired her and had the authority to discharge her;

- f. LOGISTICS HEALTH determined her job assignments;
- g. LOGISTICS HEALTH established her work schedule; and
- h. Supervisors at the LOGISTICS HEALTH location supervised and evaluated Plaintiff's work on a daily basis and had the authority to discipline her; and
- i. Plaintiff took direction from LOGISTICS HEALTH supervisors on how to perform her duties.

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

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

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

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

51. During the applicable recovery period, Plaintiffs 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, GEORGES 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. GALLOWAY and other Aggrieved 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, Plaintiffs and Aggrieved Employees would not be provided with duty-free meal breaks such that they would be interrupted during their meal breaks. Defendants also failed to pay the requisite meal period premium pay of an additional hour of wages on such

occasions. 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.

52. During the applicable recovery period, Defendants did not authorize and/or permit Plaintiffs and other Aggrieved Employees that worked for them 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, GEORGES was allowed to take her lawful rest breaks only if there were no patients at the testing facility she was assigned to work. Moreover, GALLOWAY and other Aggrieved Employees, due to nature of their duties, they routinely would not receive timely and/or compliant rest periods. 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.

53. During the applicable recovery period, MEDIX and LOGISTICS HEALTH have had a policy and/or practice of not paying GEORGES and other Georges Aggrieved Employees for all hours worked. For instance, MEDIX and LOGISTICS HEALTH did not pay GEORGES for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, MEDIX and LOGISTICS HEALTH also failed to pay Georges 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, MEDIX and LOGISTICS HEALTH also did not pay for Georges 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.

54. During the applicable recovery period, the MEDIX and LOGISTICS HEALTH have had a policy and/or practice of not paying GEORGES and other Georges Aggrieved Employees

1 minimum wage for their work. As alleged above, MEDIX and LOGISTICS HEALTH did not pay
2 GEORGES for her last day of work on August 17, 2020. Upon information and belief, during the
3 applicable recovery period, MEDIX and LOGISTICS HEALTH also failed to pay Georges
4 Aggrieved Employees minimum wage by engaging in improper rounding of their work hours, and
5 by not paying for pre-shift or post-shift activities, thus resulting in a shorting of their pay. As also
6 alleged above, upon information and belief, MEDIX and LOGISTICS HEALTH also did not pay
7 for Georges Aggrieved Employees for mandatory facility-specific training or orientation time that
8 were directly related to employees' jobs as they were designed to make them handle their jobs more
9 effectively as opposed to training them for another job or a new or additional skill.

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

25 56. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
27 advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and
28 personnel practices; and (3) the requirements of California and federal law.

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

6 58. Plaintiffs are informed and believe, and based thereon allege, that MEDIX and
7 LOGISTICS HEALTH knew or should have known that GEORGES and Georges Aggrieved
8 Employees were entitled to receive certain wages for overtime compensation and that they were not
9 receiving wages for overtime compensation.

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

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

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

26 62. GEORGES is informed and believes, and based thereon allege, that MEDIX and
27 LOGISTICS HEALTH knew or should have known that GEORGES and Georges Aggrieved
28

1 Employees were entitled to receive at least minimum wages for compensation that they were not
2 receiving at least minimum wages for all hours worked.

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

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

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

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

22 67. At all material times set forth herein, Defendants failed to pay overtime wages to
23 GEORGES and the Georges Aggrieved Employees. GEORGES and the Georges Aggrieved
24 Employees were required to work more than eight (8) hours per day and/or forty (40) hours per
25 week without overtime compensation.

26 68. At al material times set forth herein, Defendants failed to provide uninterrupted meal
27 and rest periods to Plaintiffs and Aggrieved Employees that worked for them.

28

69. At all material times set forth herein, MEDIX and LOGISTICS HEALTH failed to pay GEORGES and Aggrieved Employees at least minimum wages for all hours worked.

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

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

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

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

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM WAGE

[Alleged by Plaintiff GEORGES and On behalf of Aggrieved Employees Against Defendants MEDIX and LOGISTICS HEALTH]

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

77. At all relevant times, MEDIX and LOGISTICS HEALTH were subject to the provisions of the California Labor Codes mentioned herein.

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

Notwithstanding any other provision of law, any provision of this

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

79. California Labor Code section 2699.3(a) states:

A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation. 2(A) The agency shall notify the employer and the aggrieved employee or the representative by 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.

80. GEORGE'S is entitled to recover these penalties for herself 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.

81. MEDIX and LOGISTICS HEALTH set the policies for, established, controlled, consented to, approved and/or ratified the non-payment of the wages due to GEORGES and other current and former Georges Aggrieved Employees in violation of the California Labor Code and the applicable Wage Order.

82. MEDIX and LOGISTICS HEALTH failed to comply with California Labor Code sections 1194, 1194.2 and 1197 by failing to pay GEORGES the California minimum wage due GEORGES for each hour worked when MEDIX and LOGISTICS HEALTH required GEORGES to engage in off-the-clock tasks, including not paying Plaintiff GEORGES for her last day of work on August 17, 2020. Upon information and belief, during the applicable recovery period, MEDIX and LOGISTICS HEALTH also failed to pay Georges 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, MEDIX and LOGISTICS HEALTH also did not pay for Georges 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.

83. GEORGES is 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 herself and other current and former Aggrieved Employees of MEDIX and LOGISTICS HEALTH, 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.

84. In addition, GEORGES seeks 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

**(Alleged by Plaintiff GEORGES and On behalf of Aggrieved Employees Against Defendants
MEDIX and LOGISTICS HEALTH)**

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

86. At all relevant times, MEDIX and LOGISTICS HEALTH were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

87. MEDIX and LOGISTICS HEALTH failed to comply with California Labor Code section 510 by failing to pay GEORGES and the other Aggrieved Employees at the correct hourly rate for those hours worked in excess of eight (8) in a workday, and/or for hours worked on the seventh day of a workweek as required under California law. Amongst other practices, this occurred

1 through MEDIX and LOGISTICS HEALTH failure to account for the variety of off the clock tasks
2 that they required GEORGES and the Georges Aggrieved Employees to engage in, further failing
3 to account for all hours worked in paying overtime premiums. GEORGES is therefore entitled to
4 the penalties set forth in the California Labor Code, including but not limited to the penalties set
5 forth in California Labor Code sections 210, 225.5, and 558 on behalf of herself and other current
6 and former Aggrieved Employees of MEDIX and LOGISTICS HEALTH, for each and every pay
7 period that they violated California Labor Code section 510, or to those penalties set forth in
8 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
9 for violation of the foregoing provisions of the California Labor Code.

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

13 **THIRD CAUSE OF ACTION**

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

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

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

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

21 91. DEFENDANTS failed to comply with California Labor Code sections 226.7 and 512
22 and Section 11 of the applicable Industrial Welfare Commission Wage Order by failing to provide
23 Plaintiffs and other Aggrieved Employees with all meal periods to which Plaintiffs and other
24 Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the
25 penalties set forth in the California Labor Code, including but not limited to the penalties set forth
26 in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current
27 and former Aggrieved Employees of DEFENDANTS, for each and every pay period that
28 DEFENDANTS violated California Labor Code sections 226.7 and 512, or to those penalties set

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

3 92. 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 **FOURTH CAUSE OF ACTION**

7 **CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS**

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

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

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

14 95. DEFENDANTS failed to comply with California Labor Code sections 226.7 and
15 Section 12 of the applicable Industrial Welfare Commission Wage Order by failing to provide
16 Plaintiffs and other Aggrieved Employees with all rest periods to which Plaintiffs and other
17 Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the
18 penalties set forth in the California Labor Code, including but not limited to the penalties set forth
19 in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current
20 and former Aggrieved Employees of DEFENDANTS, for each and every pay period that
21 DEFENDANTS violated California Labor Code sections 226.7, or to those penalties set forth in
22 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
23 for violation of the foregoing provisions of the California Labor Code.

24 96. 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."

27 ///

28 ///

FIFTH CAUSE OF ACTION

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

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

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

99. DEFENDANTS failed to comply with California Labor Code section 226 by failing to provide Plaintiffs and other Aggrieved Employees with itemized wage statements 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 226.3 and 1174.5 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 and 1174, 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.

100. 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."

SIXTH CAUSE OF ACTION

**CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE AND PAYABLE TWICE
EACH CALENDAR MONTH
(PLAINTIFFS, Individually and on Behalf of Current and Former Aggrieved Employees,
Against all DEFENDANTS)**

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

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

103. DEFENDANTS failed to comply with California Labor Code section sections 201, 202 and 203 by failing to provide the Aggrieved Employees with wages due upon termination of their employment. Plaintiffs are therefore entitled to the penalties set forth in California Labor Code section 256 on behalf of the Aggrieved Employees of DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code sections 201 through 203, 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.

104. In addition, Plaintiffs seeks 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."

SEVENTH CAUSE OF ACTION

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

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

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

107. DEFENDANTS failed to comply with California Labor Code section sections 201, 202 and 203 by failing to provide the Aggrieved Employees with wages due upon termination of their employment. Plaintiffs are therefore entitled to the penalties set forth in California Labor Code section 256 on behalf of the Aggrieved Employees of DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code sections 201 through 203, 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.

108. 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."

EIGHTH CAUSE OF ACTION

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

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

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

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

111. DEFENDANTS failed to comply with California Labor Code sections 221, 224, 226 and 1174 by failing to provide Plaintiffs and other Aggrieved Employees with itemized wage statements to which Plaintiffs and other Aggrieved Employees were entitled under California law. DEFENDANTS' failure to maintain at a central location or at the establishments at which employees are employed, payroll records accurately depicting the hours worked daily by and the wage paid to employees employed at the respective establishments in accordance with California Labor Code section 1174. 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 section 1174.5 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 section 1174, 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.

112. 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."

NINTH CAUSE OF ACTION
CIVIL PENALTIES FOR FAILURE TO PAY FOR ACCRUED TIME OFF UPON
SEPARATION

(Alleged by Plaintiff GEORGES and On behalf of Aggrieved Employees Against Defendants
MEDIX and LOGISTICS HEALTH)

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

114. Under California law, paid time off is considered vacation time if it is conditioned on the length of service. Pursuant to California Labor Code section 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.”

115. During the applicable recovery period, MEDIX and LOGISTICS HEALTH have had a policy and/or practice of providing paid time off to GEORGES and Georges 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 section 227.3. For instance, GEORGE’s last paystub shows that she had 3.08 hours of paid time off vested. However, MEDIX and LOGISTICS HEALTH never paid her for that accrued time off when they fired her.

116. MEDIX’s and LOGISTICS HEALTH’s failure to comply with Labor Code section 227.3, entitles GEORGES and Georges Aggrieved Employees to civil penalties under Labor Code section 2699.5, 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.

117. In addition, GEORGES 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.”

///

///

///

TENTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PROVIDE REQUIRED WRITTEN NOTICE

UNDER LABOR CODE § 2810.5

**(Alleged by Plaintiff GEORGES and On behalf of Aggrieved Employees Against Defendants
MEDIX and LOGISTICS HEALTH)**

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

119. Under Labor Code section 2810.5, every employer at the time of hiring must provide its employees a "written notice" that contains the information required under the statute. MEDIX and LOGISTIC HEALTH did not provide such required written notice to GEORGES, and upon information and belief, failed to provide said notice to Georges Aggrieved Employees.

120. MEDIX's and LOGISTIC HEALTH's failure to comply with Labor Code section 2810.5 entitles GEORGES and Georges Aggrieved Employees to civil penalties under California Labor Code section 2699.5, 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.

121. In addition, GEORGES 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."

ELEVENTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PAY FOR ALL HOURS WORKED

**(Alleged by Plaintiff GEORGES and On behalf of Aggrieved Employees Against Defendants
MEDIX and LOGISTICS HEALTH)**

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

123. 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 California Labor Code section 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.”

124. Upon information and belief, during the applicable recovery period, MEDIX and LOGISTIC HEALTH have had a policy and/or practice of not paying GEORGES and Georges Aggrieved Employees for all hours worked. Upon information and belief, MEDIX and LOGISTIC HEALTH failed to pay Georges 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.

125. Upon information and belief, MEDIX and LOGISTIC HEALTH also did not pay for Georges 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.

126. MEDIX’s and LOGISTIC HEALTH’s conduct described herein violates Labor Code section 200-203 223, 226, 500, 1197, and 1198, and the applicable wage orders, and thus entitles Georges Aggrieved Employees to civil penalties under Labor Code section 2699.5, 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.

127. In addition, GEORGES 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.”

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 the PAGA;

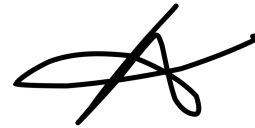
3. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, and pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, 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: November 17, 2020

ARIN | JAMES LLP

By:



ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for KERI GALLOWAY and LISA
GEORGES

Dated: November 17, 2020

SHAKOURI LAW FIRM

By:

Ashkan Shakouri

ASHKAN SHAKOURI
Attorneys for KERI GALLOWAY and LISA
GEORGES

///

///

///

///

///

///

///

///

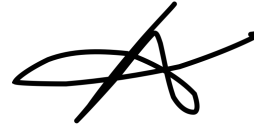
1 **DEMAND FOR JURY TRIAL**

2 **PLAINTIFF KERI GALLOWAY AND LISA GEORGES DEMAND A JURY**

3 **TRIAL**

4 Dated: November 17, 2020

ARIN | JAMES LLP

5 

6 By: _____

7 ARIN NORIJANIAN

8 JAMES H. DEMERJIAN

9 Attorneys for KERI GALLOWAY and LISA
GEORGES

10 Dated: November 17, 2020

SHAKOURI LAW FIRM

11 By: Ashkan Shakouri

12 ASHKAN SHAKOURI

13 Attorneys for KERI GALLOWAY and LISA
14 GEORGES





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



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

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