

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

1 ARCH LEGAL, P.C.
Nathan J. Reese (SBN 283150)
2 nreese@archlegal.com
Samara A. Bahu (SBN 351440)
3 sbahu@archlegal.com
3555 Fifth Avenue, Suite 200
4 San Diego, California 92103
Telephone: 619.692.0800
5 Facsimile: 619.692.0822

6 *Attorneys for Plaintiffs Lisa Napper and Queensly*
Asemota

7 [Additional Counsel on Following Page]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9
10 **COUNTY OF SAN DIEGO**

11 Coordination Proceeding Special Title
(Cal. Rules of Ct., Rule 3.550)

12 **ASSOCIATED HEALTH WAGE AND**
13 **HOURLY CASES**

14 INCLUDED ACTIONS:

15 LILIANA SANCHEZ, individually; and on
behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 ASSOCIATED HEALTH PROFESSIONALS,
19 INC., a California Corporation, and DOES 1-10,
inclusive,

20 Defendants.

21 LISA NAPPER, and QUEENSLY ASEMOTA,
22 individually, and on behalf of all similarly
situated and/or aggrieved employees of
23 Defendants in the State of California,

24 Plaintiffs,

25 v.

26 ASSOCIATED HEALTH PROFESSIONALS,
INC. and DOES 1 through 50, inclusive,

27 Defendants.
28

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
6/10/2026 4:41:22 PM

Clerk of the Superior Court
By M. Sepulveda ,Deputy Clerk

**JUDICIAL COUNCIL COORDINATION
PROCEEDING No. 5219**

Sanchez Case No.: 37-2019-000035374-CU-OE-NC
San Diego County Superior Court

Napper Case No.: 21STCV09332
Los Angeles County Superior Court

Guillory Case No.: CIVSB2210910
San Bernardino Superior Court

Guillory Case No.: CIVSB2223523
San Bernardino Superior Court

Unlimited Civil
Amount Demanded exceeds \$35,000.00

PLAINTIFFS NAPPER, ASEMOTA, SANCHEZ
AND GUILLORY'S CONSOLIDATED
SECOND AMENDED CLASS ACTION
COMPLAINT

[Cal. Code Civ. Proc. § 382]

1. Failure to Provide Legally Compliant Meal Periods;
2. Failure to Provide Legally Compliant Rest Periods;
3. Failure to Pay Minimum and Regular Wages;
4. Failure to Pay Overtime Wages;
5. Failure to Pay Reporting Time Pay;
6. Failure to Timely Pay All Wages Due Upon Separation of Employment;
7. Failure to Reimburse for Necessary Business Expenses;

1 BRITTANI GUILLORY, on behalf of herself
and others similarly situated,

2 Plaintiff,

3 v.

4 ASSOCIATED HEALTH PROFESSIONALS,
5 INC. and DOES 1 through 50, inclusive

6 Defendants.

7 BRITTANI GUILLORY, on behalf of herself
and other aggrieved employees,

8 Plaintiff,

9 v.

10 ASSOCIATED HEALTH PROFESSIONALS,
11 INC. and DOES 1 through 50, inclusive

8. Failure to Furnish Accurate Itemized Wage Statements;
9. Failure to Maintain Accurate Records; and
10. Violation of Business & Professions Code §17200, *et seq.*

REPRESENTATIVE ACTION FOR PAGA
PENALTIES

11. Violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

– JURY TRIAL DEMANDED –

AEGIS LAW FIRM, PC

Kashif Haque (SBN 218672)

khaque@aegislawfirm.com

Samuel A. Wong (SBN 217104)

swong@aegislawfirm.com

Jessica L. Campbell (SBN 280626)

jcampbell@aegislawfirm.com

Joseph M. Szilagyi (SBN 317450)

jszilagyi@aegislawfirm.com

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Attorneys for Plaintiff Liliana Sanchez,
individually and behalf of all other similarly situated,

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq. (SBN 209776)

jlavi@lelawfirm.com

Vincent C. Granberry, Esq. (SBN 276483)

vgranberry@lelawfirm.com

James Clark, Esq. (SBN 349799)

jclark@lelawfirm.com

8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 9021 I

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

Attorneys for Plaintiff Brittani Guillory,
on behalf of herself and others similarly situated

1 Plaintiffs LISA NAPPER, QUEENSLY ASEMOTA, BRITTANI GUILLORY, AND
2 LILIANA SANCHEZ (hereinafter “Plaintiffs”), individually and on behalf of all other similarly situated
3 and/or aggrieved employees of Defendant ASSOCIATED HEALTH PROFESSIONALS, INC., and
4 DOES 1 through 50, inclusive, (hereinafter “Defendant”) allege as follows:

5 **INTRODUCTION**

6 1. Plaintiffs bring this putative class and representative action against Defendant for engaging
7 in a pattern of wage and hour violations under the California Labor Code (“Labor Code”) and the
8 applicable Industrial Welfare Commission (“IWC”) Wage Order.

9 2. Plaintiffs bring this action on behalf of all current and former non-exempt employees who
10 were employed by Defendant in the State of California during the applicable relevant time period
11 (hereinafter “similarly situated employees”).

12 3. Plaintiffs also bring this representative action pursuant to the Private Attorneys General
13 Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) against Defendant for engaging in a pattern
14 of wage and hour violations under the California Labor Code and the applicable IWC Wage Order.
15 Plaintiffs bring this action under PAGA on behalf of all other current and former non-exempt employees
16 of Defendant in the State of California who have suffered at least one of the Labor Code violations
17 described herein during the applicable relevant time period (hereinafter “aggrieved employees”).

18 4. Plaintiffs are informed and believe, and on that basis allege, that Defendant decreased its
19 employment-related costs by systematically violating California wage and hour laws and engaging in
20 unlawful and unfair business practices.

21 5. Defendant’s systematic pattern of Labor Code and IWC Wage Order violations toward
22 Plaintiffs and other similarly situated and/or aggrieved employees in California include, but are not limited
23 to:

- 24 a. Failing to provide off-duty meal periods of at least thirty minutes before the end of
25 the fifth hour of work;
- 26 b. Failing to authorize and permit off-duty paid rest periods;
- 27 c. Failing to timely compensate for all hours worked, including minimum, regular,
28 and/or overtime wages;

- d. Failing to pay all reporting time wages;
- e. Failing to timely pay all wages due and owed upon separation of employment;
- f. Failing to indemnify employees for necessary business expenses;
- g. Failing to furnish accurate itemized wage statements; and
- h. Failing to maintain accurate records.

6. Plaintiffs bring this lawsuit against Defendant seeking restitution, declaratory judgment, injunctive relief, and monetary relief, on behalf of themselves and all other similarly situated and/or aggrieved employees of Defendant in California. Plaintiffs seek to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, civil and statutory penalties, and costs pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; the Business and Professions Code §§17200, *et seq.*; the provisions of the applicable IWC Wage Order; and the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

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

PARTIES

A. Plaintiff Napper

8. Plaintiff Napper is a former employee of Defendant, who, at all relevant times was employed as a non-exempt Certified Nurse Assistant ("CNA") in California.

9. Plaintiff Napper is a resident of the State of California and currently resides in Los Angeles County.

10. At all relevant times, Plaintiff Napper and, on information and belief, other similarly situated and/or aggrieved employees of Defendant in California were subject to the same policies, practices, procedures, and/or guidelines governing their employment and their payment of wages and hours worked.

B. Plaintiff Asemota

11. Plaintiff Asemota is a former employee of Defendant who, at all relevant times was employed as a non-exempt Certified Nursing Assistant ("CNA") in Los Angeles County.

1 12. Plaintiff Asemota is a resident of the State of California and currently resides in
2 Los Angeles County.

3 13. At all relevant times, Plaintiff Asemota and, on information and belief, other similarly
4 situated and/or aggrieved employees of Defendant in California were subject to the same policies,
5 practices, procedures, and/or guidelines governing their employment and their payment of wages and
6 hours worked.

7 **C. Plaintiff Guillory**

8 14. Plaintiff Guillory is a former employee of Defendant who, at all relevant times, was
9 employed as a non-exempt Licensed Vocational Nurse (“LVN”) in San Bernardino County.

10 15. Plaintiff Guillory is a resident of the State of California.

11 16. At all relevant times, Plaintiff Guillory and, on information and belief, other similarly
12 situated and/or aggrieved employees of Defendant in California were subject to the same policies,
13 practices, procedures, and/or guidelines governing their employment and their payment of wages and
14 hours worked.

15 **D. Plaintiff Sanchez**

16 17. Plaintiff Sanchez is a former employee of Defendant who, at all relevant times, was
17 employed as a non-exempt Certified Nursing Assistant (“CNA”) in San Bernardino and Los Angeles
18 County.

19 18. At all relevant times, Plaintiff Sanchez and, on information and belief, other similarly
20 situated and/or aggrieved employees of Defendant in California were subject to the same policies,
21 practices, procedures, and/or guidelines governing their employment and their payment of wages and
22 hours worked.

23 **E. Defendant**

24 19. Defendant Associated Health Professionals, Inc. (“Defendant AHP” or “AHP”) is a staffing
25 agency that assigns nurses and other healthcare personnel to various facilities throughout California,
26 including medical facilities operated by the County of Los Angeles.

27 ///

28 ///

1 20. AHP is incorporated under the laws of the State of California and has its principal place of
2 business in Culver City, California. AHP is doing business throughout the State of California, including
3 the County of San Diego.

4 21. Defendant's wrongful conduct, as alleged herein, occurred in the County of San Diego in
5 the State of California.

6 22. Plaintiffs are informed and believe, and thereon allege, that each defendant, whether named
7 or fictitious, is, and at all relevant times was, authorized to do business and did business in the State of
8 California, and was Plaintiffs' and other similarly situated and/or aggrieved employees' "employer" as
9 defined in and subject to the Labor Code and the applicable IWC Wage Order.

10 23. Each fictitiously named Defendant participated in the acts alleged in this Complaint. The
11 true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently
12 unknown to Plaintiffs. Plaintiffs will amend this Complaint, setting forth the true names and capacities of
13 the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiffs are
14 informed and believe, and on that basis allege, that each fictitious Defendant participated in the acts
15 alleged in this Complaint.

16 24. Plaintiffs and all other similarly situated and/or aggrieved employees are, and at all relevant
17 times were, employees of each Defendant, including DOES 1 through 50, within the meanings set forth
18 in the Labor Code and applicable IWC Wage Order.

19 25. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether
20 named or fictitious, was the agent, employee or other person acting on behalf of every other Defendant,
21 and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or
22 employment and ratified the acts of each other Defendant.

23 26. Plaintiffs' injuries as alleged herein were proximately caused by said Defendant. Wherever
24 it is alleged herein that any act or omission was done or committed by any specially named Defendant or
25 Defendants, Plaintiffs intend thereby to allege and do allege that the same act or omission was also done
26 and committed by each and every Defendant named as a DOE, both separately and in concert or conspiracy
27 with the named Defendant.

28 27. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether

1 named or fictitious, exercised control over Plaintiffs' and other similarly situated and/or aggrieved
2 employees' wages, hours and/or working conditions.

3 28. Plaintiffs are further informed and believe that at all relevant times, each Defendant,
4 whether named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme,
5 business plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

6 29. Each Defendant, whether named or fictitious, was the alter ego of each of the other
7 Defendants at all relevant times herein.

8 30. A unity of interest and ownership between each Defendant, whether named or fictitious,
9 exists such that all Defendants acted as a single employer of Plaintiffs and all other similarly situated
10 and/or aggrieved employees.

11 31. Defendant, including DOES 1 through 50, was Plaintiffs' employers or persons acting on
12 behalf of Plaintiffs' employer, within the meaning of California Labor Code section 558, who violated or
13 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
14 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, is
15 subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all
16 relevant times.

17 32. Defendant, including DOES 1 through 50, was Plaintiffs' employers other person acting
18 either individually or as an officer, agent, or employee of another person, within the meaning of California
19 Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum
20 fixed by an applicable state or local law, or by an order of the commission, and as such is subject to a civil
21 penalty for each underpaid employee, as set forth in Labor Code section 1197.1, at all relevant times.

22 33. Defendant, including DOES 1 through 50, failed to maintain a requirement or enforce any
23 requirement that the facilities with which it contracted to comply with applicable federal, state, and local
24 laws related to the wage and hours violations as alleged herein.

25 **JURISDICTION AND VENUE**

26 34. This Court has subject-matter jurisdiction to hear this case because Plaintiffs are informed
27 and believe that the monetary damages and restitution sought herein for Defendant's conduct exceeds the
28 minimum jurisdictional limits of the Superior Court.

35. Venue is proper in San Diego County pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) §§ 395(a) and 395.5 because Defendant employed other similarly situated and/or aggrieved employees in San Diego County, and the unlawful acts alleged herein that arose in San Diego County have a direct effect on Plaintiffs and other similarly situated and/or aggrieved employees within San Diego County.

36. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

FACTUAL ALLEGATIONS

37. Plaintiff Napper is a former employee of Defendant who worked as a CNA from approximately 2010 to 2020. Defendant assigned Plaintiff Napper to work at various facilities throughout her employment, including the Long Beach VA.

38. As a CNA, Plaintiff Napper’s duties included answering patient calls, documenting information, checking vital signs, and assisting patients with activities such as grooming, transportation, and administering medication.

39. At all relevant times, Plaintiff Napper was a non-exempt employee and was compensated by Defendant on an hourly basis, most recently earning an hourly wage of \$18.00. Plaintiff Napper typically worked twelve (12) hour shifts, at least three (3) days per week.

40. Plaintiff Asemota is a former employee of Defendant who worked as a Certified Nursing Assistant for Defendant from approximately 2003 to 2007, then 2015 to 2020. Defendant assigned Plaintiff Asemota to work at various facilities, including Good Samaritan Hospital.

41. As a Certified Nursing Assistant, Plaintiff Asemota’s responsibilities included checking vital signs, administering medication, and tending to various other patient needs.

42. At all relevant times, Plaintiff Asemota was a non-exempt employee and was compensated by Defendant on an hourly basis, most recently earning an hourly wage of \$16.00. Plaintiff Asemota typically worked twelve (12) hour shifts, at least four (4) days per week.

43. Plaintiff Guillory is a former employee of Defendant who worked as a Licensed Vocational

1 Nurse (“LVN”) from approximately January 2020 to March 16, 2022. Defendant assigned Plaintiff
2 Guillory to work at the Defendant’s San Bernardino location.

3 44. As an LVN, Plaintiff Guillory’s responsibilities included providing one-on-one nursing
4 care to students at various schools in California, including Brentwood Elementary and Morgan Kincaid.
5 Plaintiff Guillory was responsible for accompanying a student from their home to school, caring for them
6 throughout the school day, and returning home with them. Plaintiff Guillory also worked at COVID-19
7 vaccine clinics, including clinics organized by the San Bernardino County COVID Response Team.

8 45. At all relevant times, Plaintiff Guillory was a non-exempt employee and was compensated
9 on an hourly basis. Plaintiff Guillory typically worked four (4) hours to eight and a half (8 ½) hours per
10 shift.

11 46. Plaintiff Sanchez is a former employee of Defendant who worked as a Certified Nursing
12 Assistant from approximately January 18, 2022, to September 15, 2023. Defendant assigned Plaintiff
13 Sanchez to work at health care facilities in San Bernardino and Los Angeles County.

14 47. As a Certified Nursing Assistant, Plaintiff Sanchez’s responsibilities included providing
15 care and other health-related services at medical facilities to patients, including at multiple facilities in
16 Los Angeles County.

17 48. At all relevant times, Plaintiff Sanchez was a non-exempt employee and was compensated
18 on an hourly basis. Plaintiff Sanchez typically worked shifts exceeding eight (8) hours per day.

19 49. Defendant denied Plaintiffs and other similarly situated and/or aggrieved employees of
20 Defendant certain rights afforded to them under the Labor Code and the applicable IWC Wage Order.
21 Specifically, Defendant did not properly compensate Plaintiffs and other similarly situated and/or
22 aggrieved employees for all hours worked, failed to pay all accrued sick pay, failed to provide compliant
23 meal and/or rest periods or compensation in lieu thereof, failed to pay reporting time pay, failed to
24 reimburse for all necessary business expenses, failed to provide accurate itemized wage statements, failed
25 to maintain accurate records, and did not pay all wages due and owing by the times set forth by California
26 law.

27 50. Defendant maintained a pattern and practice of not providing Plaintiffs and other similarly
28 situated and/or aggrieved employees with the opportunity to take an uninterrupted, thirty (30) minute

1 off-duty meal period before the end of their fifth (5th) hour of work, even though Plaintiffs and other
2 similarly situated and/or aggrieved employees typically worked more than six (6) hours during their
3 workday.

4 51. The nature of Plaintiffs' and other similarly situated and/or aggrieved employees' job
5 duties does not prevent Plaintiffs and other similarly situated and/or aggrieved employees from being
6 relieved of all job duties for a thirty (30) minute, off-duty meal period.

7 52. Defendant also failed to accurately record the meal periods of Plaintiffs and other similarly
8 situated and/or aggrieved employees. Specifically, Plaintiffs and other similarly situated and/or aggrieved
9 employees did not clock out for meal breaks. Instead, Defendant automatically deducted thirty (30)
10 minutes from Plaintiffs' and other similarly situated and/or aggrieved employees' daily wages to
11 accommodate for a meal. As such, a rebuttable presumption arises that Plaintiffs and other similarly
12 situated and/or aggrieved employees were not relieved of duty and/or no meal period was provided under
13 *Donahue v. AMN Services, LLC*.

14 53. Furthermore, Plaintiffs and, on information and belief, other similarly situated and/or
15 aggrieved employees of Defendant did not sign a valid on-duty meal period agreement at any point during
16 their employment with Defendant, nor did they properly waive any of their meal periods.

17 54. Pursuant to Defendant's policies and procedures, Plaintiffs and, on information and belief,
18 other similarly situated and/or aggrieved employees were required to comply with extensive security
19 procedures when leaving and re-entering the secured areas of their assigned facilities, including during
20 their meal periods. However, Defendant did not allocate additional time or otherwise account for the time
21 Plaintiffs and similarly situated and/or aggrieved employees spent undergoing these security procedures
22 during their meal periods. Instead, Defendant employed a policy and practice of automatically deducting
23 thirty (30) minutes from Plaintiffs' and, on information and belief, similarly situated and/or aggrieved
24 employees' daily wages for meal periods. Meanwhile, Defendant simultaneously required Plaintiffs and
25 other similarly situated and/or aggrieved employees to return to their assigned workstation in no more
26 than thirty (30) minutes. As a result, Plaintiffs and other similarly situated and/or aggrieved employees
27 received meal periods that were less than thirty (30) minutes in length, in violation of California law.
28

Moreover, due to the timing constraints and security procedures Plaintiffs and other similarly situated and/or aggrieved employees could not leave the premises for their meal breaks.

55. Defendant also required Plaintiffs and other similarly situated and/or aggrieved employees to comply with strict patient supervision policies at all times during their shifts to ensure patient safety. As a result, Plaintiffs and other similarly situated and/or aggrieved employees could not leave patients alone at any time and had to wait to be relieved before taking their meal periods. Defendant regularly scheduled Plaintiffs' and other similarly situated and/or aggrieved employees' work schedules such that there was often no one available to relieve them on time for their meal periods. Thus, Plaintiffs and other similarly situated and/or aggrieved employees were regularly forced to take untimely meal periods after the end of their fifth (5th) hour of work.

56. Thus, as a result of Defendant's illegal policies, Plaintiffs and other similarly situated and/or aggrieved employees were denied the opportunity to take legally compliant meal periods, in violation of the Labor Code and the applicable IWC Wage Order.

57. Defendant similarly had, and continues to have, a pattern and practice of failing to authorize and permit Plaintiffs and other similarly situated and/or aggrieved employees to take uninterrupted, off-duty rest periods of at least ten (10) minutes for every four (4) hours worked, or major fraction thereof. Plaintiffs assert that Defendant's failure to provide legally compliant rest periods to Plaintiffs and other similarly situated and/or aggrieved employees was the result of insufficient coverage provided at the health facilities, as well as the lack of an enforced schedule for rest periods. For instance, Plaintiffs and other similarly situated and/or aggrieved employees were rarely, if at all, provided with rest periods because they were required to supervise patients at all times and there was no one available to relieve them for their rest periods.

58. Moreover, Defendant lacked any policy or practice to authorize and permit Plaintiffs and other similarly situated and/or aggrieved employees to take all rest periods. As a result, Plaintiffs and other similarly situated and/or aggrieved employees were denied rest periods as required by law.

59. Thus, as a result of Defendant's illegal policies, Plaintiffs and other similarly situated and/or aggrieved employees were not authorized or permitted to take legally compliant rest periods.

60. Plaintiffs allege that, on several occasions, they verbally complained to Defendant about

1 their inability to take meal and rest periods as a result of being relieved late and the lack of coverage
2 provided to them. Accordingly, Defendant knew or should have known that Plaintiffs and other similarly
3 situated and/or aggrieved employees were not provided with legally compliant meal and/or rest periods.
4 Nevertheless, Defendant failed to take action to remedy the violations.

5 61. Although Plaintiffs' and, on information and belief, other similarly situated and/or
6 aggrieved employees' meal and rest periods were regularly short, untimely, interrupted, and/or missed,
7 Defendant did not compensate Plaintiffs and other similarly situated and/or aggrieved employees an
8 additional hour of pay at their regular rate of pay for all the times that Plaintiffs and other similarly situated
9 and/or aggrieved employees were not authorized or permitted to take compliant meal or rest periods, in
10 violation of Labor Code § 226.7.

11 62. Defendant failed to properly pay Plaintiffs and other similarly situated and/or aggrieved
12 employees all minimum, regular, and/or overtime wages owed for all time suffered or permitted to work.
13 Plaintiffs and other similarly situated and/or aggrieved employees were required to complete off-the-clock
14 trainings without compensation. Moreover, Plaintiffs and other similarly situated and/or aggrieved
15 employees were required to undergo lengthy security protocols at their assigned facilities prior to clocking
16 in and after clocking out for every shift. Specifically, Plaintiffs were required to pass through security and
17 wait in line to clock in and out for their shifts. Plaintiffs and other similarly situated and/or aggrieved
18 employees spent, at a minimum, several minutes before clocking in and after clocking out in order to
19 comply with these strict security procedures, but Defendant failed to provide any compensation for this
20 time spent working while off-the-clock.

21 63. Defendant also failed to pay Plaintiffs and other similarly situated and/or aggrieved
22 employees for time spent working during their meal periods. As described herein, Plaintiffs and other
23 similarly situated and/or aggrieved employees were required to comply with extensive security procedures
24 in order to leave and re-enter the facility during their meal periods. However, Defendant improperly
25 considered the time spent by Plaintiffs and other similarly situated and/or aggrieved employees
26 undergoing security protocols during their meal periods as non-compensable time and failed to provide
27 any remuneration.

28 64. Furthermore, even though Plaintiffs and other similarly situated and/or aggrieved

1 employees were not provided with meal periods of a full thirty (30) minutes, as described above,
2 Defendant nevertheless deducted a full thirty (30) minutes from their daily hours worked. Because
3 Defendant deducted thirty (30) minutes from the hours worked of Plaintiffs and other similarly situated
4 and/or aggrieved employees when they were actually suffered or permitted for part or all of that time,
5 Defendant failed to compensate Plaintiffs and other similarly situated and/or aggrieved employees for all
6 minimum, regular, and overtime hours worked.

7 65. Additionally, Defendant required Plaintiffs and, on information and belief, other similarly
8 situated and/or aggrieved employees to report for work telephonically to Defendant two hours before their
9 scheduled shifts began to receive instruction as to whether or not they would be working that day. Despite
10 the fact that all time spent waiting for instruction from Defendant and communicating with Defendant
11 before the beginning of their shift was compensable hours worked because Plaintiffs and other similarly
12 situated and/or aggrieved employees were required to do so and therefore subject to the control of
13 Defendant, Defendant did not count this time as hours worked and paid no wages for this time.

14 66. Moreover, Defendant had an improper policy and practice of paying Plaintiffs and other
15 similarly situated and/or aggrieved employees based on their scheduled shift hours, rather than the hours
16 they actually worked. However, Plaintiffs and other similarly situated and/or aggrieved employees
17 frequently worked in excess of their scheduled shift, including over eight (8) hours in a workday and/or
18 forty (40) hours in a workweek. Nevertheless, Defendant did not pay Plaintiffs and other similarly situated
19 and/or aggrieved employees for any hours exceeding their scheduled shifts. Thus, Defendant did not pay
20 Plaintiffs and other similarly situated and/or aggrieved employees all minimum, regular, and/or overtime
21 wages for all hours worked.

22 67. Defendant required Plaintiffs and other similarly situated and/or aggrieved employees to
23 be available two hours prior to the scheduled start time of every shift in order to call Defendant and report
24 for work. On the phone call, Plaintiffs and other similarly situated and/or aggrieved employees would
25 learn from Defendant whether they would be working their scheduled shift. However, Plaintiffs and other
26 similarly situated and/or aggrieved employees were frequently instructed by Defendant not to come in for
27 their scheduled shift and received no compensation for that particular day. Plaintiffs and other similarly
28 situated and/or aggrieved employees were thus precluded from engaging in any preplanned activity during

1 the days they were scheduled to work for Defendant because they had to be available to report to
2 Defendant several hours before their shifts began and to work if instructed to do so. Thus, Plaintiffs and
3 other similarly situated and/or aggrieved employees were uniformly underpaid because Defendant failed
4 to pay them reporting time wages in an amount of at least half of the scheduled day's work at their regular
5 rate of pay, as mandated by California law.

6 68. Defendant also failed to pay Plaintiffs and, on information and belief, other aggrieved
7 employees all accrued sick pay earned during their employment with Defendant. Plaintiffs are informed
8 and believe, and on that basis allege, that Defendant knew or should have known that Plaintiffs and other
9 aggrieved employees were entitled to use and be paid from all accrued sick pay earned during their
10 employment with Defendant. Plaintiffs and other aggrieved employees did not receive sick pay at all times
11 when sick pay was required to be issued by Defendant pursuant to Labor Code § 246.

12 69. To this date, Defendant has not paid Plaintiffs and, on information and belief, other
13 similarly situated and/or aggrieved employees all wages owed, including all minimum, regular and
14 overtime wages, reporting time pay, as well as all meal and rest period premium wages.

15 70. Defendant failed to pay Plaintiffs and, on information and belief, other similarly situated
16 and/or aggrieved employees of Defendant all wages due during their employment because Defendant did
17 not pay Plaintiffs and other similarly situated and/or aggrieved employees all minimum, regular, and
18 overtime wages owed, reporting time pay, as well as all meal and rest period premium wages owed, within
19 the time required by Labor Code § 204.

20 71. Similarly, Defendant maintained a pattern and practice of failing to pay Plaintiffs and other
21 similarly situated and/or aggrieved employees all wages due and owing at the time of their separation of
22 employment within the time specified by Labor Code §§ 201 and 202 because Defendant failed to pay
23 Plaintiffs and, on information and belief, other similarly situated and/or aggrieved employees all wages
24 due and owing at the time of termination of their employment.

25 72. Plaintiffs and, on information and belief, other similarly situated and/or aggrieved
26 employees incurred expenses in direct consequence of the discharge of their duties of employment with
27 Defendant, but Defendant failed to adequately reimburse them for such expenses. For example, Plaintiffs
28 and, on information and belief, other similarly situated and/or aggrieved employees were required to use

1 their personal cell phones to report to Defendant prior to the start of their scheduled shifts and confirm
2 whether they would be working that day. Plaintiffs and, on information and belief, other similarly situated
3 and/or aggrieved employees were also required to use their personal vehicles for work-related purposes,
4 such as traveling to job sites. Moreover, Plaintiffs and, on information and belief, other similarly situated
5 and/or aggrieved employees were required to use their home internet for work-related purposes, such as
6 responding to emails and completing off-the-clock training. Despite Defendant's knowledge that Plaintiffs
7 and other similarly situated and/or aggrieved employees were using their personal cell phones, vehicles,
8 and home internet for work-related purposes, Defendant failed to provide appropriate reimbursement for
9 these expenses, in violation of Labor Code § 2802.

10 73. As a direct consequence of Defendant's illegal policies, Defendant failed to provide
11 Plaintiffs and other similarly situated and/or aggrieved employees with accurate itemized wage statements.
12 For example, during the applicable statutory period, Defendant failed to furnish Plaintiffs and other
13 similarly situated and/or aggrieved employees with itemized wage statements correctly identifying, among
14 other things, the total regular and overtime hours worked during the pay period, the corresponding gross
15 and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at
16 each hourly rate.

17 74. On information and belief, Defendant's wage statement omissions and inaccuracies were
18 not a result of an isolated and unintentional payroll error due to an inadvertent mistake, but rather a result
19 of knowing and intentional omissions by Defendant. In addition, and as a result of these omissions and
20 inaccuracies, Plaintiffs and other similarly situated and/or aggrieved employees were not promptly and
21 easily able to determine the correct hours worked and/or determine the accurate wages due and owing
22 without reference to other documents and information.

23 75. Defendant similarly failed to maintain accurate records of the actual hours that Plaintiffs
24 and other similarly situated and/or aggrieved employees were under the control of Defendant, including,
25 but not limited to, time suffered and permitted to work before, during, and after a shift, as well as all wages
26 earned. Defendant failed to keep accurate records of Plaintiffs' and other similarly situated and/or
27 aggrieved employees' hours worked when Defendant failed to record the proper beginning and ending of
28 each work period and meal period, in addition to the total hours worked during the pay period, among

1 others. Defendant's failure to maintain accurate records was due, in part, to Defendant's improper policy
2 and practice of compensating Plaintiffs and, on information and belief, other similarly situated and/or
3 aggrieved employees based on their scheduled shift hours, rather than the hours actually worked by the
4 employees. Defendant also failed to comply with Plaintiffs' and other similarly situated and/or aggrieved
5 employees' request for employment records in violation of Labor Code § 226(b). Plaintiff Guillory sent a
6 written request to Defendant for her payroll records, timecards, and personnel records pursuant to Labor
7 Code §§ 226 and 1198.5. However, Defendant failed to timely produce the requested employment records
8 in violation of Labor Code §§ 226 and 1198.5.

9 76. Plaintiffs are informed and believe, and on that basis allege, that other similarly situated
10 employees also sent written requests for their employment records and Defendant failed to timely produce
11 the required and requested records, violating Labor Code §§ 226 and 1198.5.

12 77. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendant
13 engaged in unfair business practices in California and willingly and knowingly engaged in employment
14 patterns and practices that violated Business & Professions Code § 17200 *et seq.*, and Plaintiffs and, on
15 information and belief, other similarly situated and/or aggrieved employees suffered damages due to
16 Defendant's unfair, unlawful and/or fraudulent actions.

17 **PRIVATE ATTORNEYS GENERAL ACT ("PAGA") REPRESENTATIVE ACTION**
18 **DESIGNATION**

19 78. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
20 above, as though fully set forth herein.

21 79. The causes of action alleged herein are appropriately suited for a PAGA action because:

- 22 a) Pursuant to California Labor Code § 2699(a), any provision of the Labor Code that
23 provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency or any of its departments, divisions, commissions, boards,
25 agencies, or employees, for a violation of the California Labor Code, may, as an
26 alternative, be recovered through a civil action brought by an aggrieved employee
27 on behalf of himself or herself and all other current or former employees pursuant
28 to the procedures specified in § 2699;

- b) This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- c) Plaintiffs are “aggrieved employees” because they were employed by the alleged violators and had one or more of the alleged violations committed against them;
- d) On October 29, 2020, previous PAGA representative Carmen Munoz satisfied the procedural requirements of § 2699.3 by serving the LWDA electronically and Defendant AHP via Certified Mail with notice of wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Carmen Munoz’s notice is attached as **Exhibit A**;
- e) On May 25, 2023, Plaintiffs served the LWDA electronically and Defendant AHP via Certified Mail with an amended notice of wage and hour violations and penalties to include Plaintiffs Napper and Asemota as additional claimants for the same Labor Code violations that Carmen Munoz set forth in the initial notification dated October 29, 2020, based upon the same facts and theories. A true and correct copy of Plaintiffs’ amended notice (excluding enclosures) is attached as **Exhibit B**;
- f) More than 65 days have passed since Plaintiffs Napper, Asemota, Guillory, and Sanchez served amended notice via Certified Mail to the LWDA and their employer. Therefore, Plaintiffs Napper, Asemota, Guillory, and Sanchez satisfied all the administrative requirements to pursue civil penalties against Defendant pursuant to Labor Code § 2698, *et seq.*

80. Plaintiffs file this action pursuant to Labor Code § 2699(a) and (f), on behalf of themselves and all other aggrieved employees of Defendant to recover civil penalties.

81. Plaintiffs seek to recover all applicable civil penalties under PAGA on behalf of themselves and all other aggrieved employees of Defendant in California.

///

///

CLASS ACTION DESIGNATION

82. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

83. Plaintiffs bring Causes of Action One through Ten as a class action pursuant to Code of Civil Procedure § 382 on behalf of themselves and all current and former non-exempt employees of Defendant who were affected by Defendant's Labor Code, Business and Professions Code § 17200, *et seq.*, and IWC Wage Order violations, as alleged herein.

84. Plaintiffs seek to represent the following Class, which is defined as:

The Non-Exempt Class:

"All current and former non-exempt employees who were employed by and staffed by Defendant in the State of California at any time from four years prior to the filing of the Complaint through the present."

85. **Reservation of Rights:** Pursuant to California Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the Class definition with greater specificity, by further division into subclasses, and/or limitation to particular issues.

86. Causes of Action One through Ten are appropriately suited for a class action pursuant to § 382 of the Code of Civil Procedure because the following requirements are met:

A. Numerosity

87. The members of the Class and Subclass are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiffs have not yet determined the precise number of members of the Class, Plaintiffs are informed and believe that the Class likely consist of over 2,000 individuals. Although the exact number is currently unknown to Plaintiffs, this information is easily ascertainable from Defendant's time and payroll records and other personnel records.

B. Commonality and Predominance

88. Common questions of law and fact exist as to all class members and predominate over any questions affecting only individual members of the Class. The common questions of law and fact that predominate include, but are not limited to:

///

- a. Whether Defendant failed to provide Non-Exempt Class Members with a duty-free, thirty (30) minute meal period before the commencement of the sixth hour of work;
- b. Whether Defendant failed to authorize and permit Non-Exempt Class Members to take off-duty rest periods of at least ten (10) minutes for every four (4) hours worked, or major fraction thereof;
- c. Whether Defendant failed to pay one additional hour of pay at the employees' regular rate of compensation to Non-Exempt Class Members when they were not provided with legally compliant meal and/or rest periods;
- d. Whether Defendant failed to pay Non-Exempt Class Members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendant;
- e. Whether Defendant failed to pay Non-Exempt Class Members all overtime wages for all hours, or fractions of hours, worked and under the control of Defendant;
- f. Whether Defendant failed to pay Non-Exempt Class Members all reporting time wages;
- g. Whether Defendant failed to reimburse Non-Exempt Class Members for all necessary business expenses incurred in direct consequence of the discharge of their work duties;
- h. Whether Defendant failed to provide Non-Exempt Class Members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned;
- i. Whether Defendant failed to accurately maintain records of all hours worked and wages earned by Non-Exempt Class Members; and
- j. Whether Defendant failed to pay Waiting Time Penalties Subclass Members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

89. Plaintiffs' claims are typical of the claims of all class members because Plaintiffs and all class members' claims arise from the same event, practice and/or course of conduct of Defendant.

1 Plaintiffs and all class members sustained injuries and damages as a result of Defendant's illegal policies,
2 practices and/or common course of conduct in violation of California wage and hour laws and/or illegal,
3 unfair, or fraudulent business practices.

4 90. Furthermore, Plaintiffs' claims under the Labor Code and the applicable IWC Wage Order
5 are typical of the Class and Subclass because Defendant's failure to comply with the provisions of
6 California's wage and hour laws entitles Plaintiffs and each class member to similar pay, benefits, and
7 other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies
8 sought by Plaintiffs and all class members are the same.

9 **D. Adequacy of Representation**

10 91. Plaintiffs have no fundamental conflict of interest with the Class or Subclass they seek to
11 represent. Plaintiffs will adequately protect the interests of all class members because it is in Plaintiffs'
12 best interest to prosecute the claims alleged herein to obtain full compensation and penalties owed to them
13 and putative class members.

14 92. Plaintiffs retained attorneys who are experienced employment law litigators with
15 significant wage and hour and class action experience.

16 **E. Superiority of Class Action**

17 93. Plaintiffs believe a class action is a superior method of litigation for the fair and efficient
18 adjudication of this controversy. Individual joinder of all class members is not practicable. Class action
19 treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient
20 and economical for the parties and the judicial system.

21 94. Plaintiffs know of no difficulty that might be encountered in the management of this suit,
22 which would preclude maintenance as a class action.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

[Violation of Labor Code §§ 226.7, 512, and 1198 and the “Meal Periods” section of the applicable IWC Wage Order]

(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)

95. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

96. Labor Code § 226.7(b) states that employers, including Defendant, “shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further provides, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

97. Labor Code § 512(a) provides, in part, that employers, including Defendant, “may not employ an employee for a work period of more than five hours per day without providing an employee with a meal period of not less than 30 minutes” and “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.”

98. Labor Code § 1198 states that the “maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

99. The “Meal Periods” section of the applicable IWC Wage Order provides, in pertinent part, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

1 Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the
2 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
3 employee’s regular rate of compensation for each workday that the meal period is not provided.”

4 100. The “Meal Periods” section of the applicable IWC Wage Order also states,

5 “[u]nless the employee is relieved of all duty during a 30 minute meal period,
6 the meal period shall be considered an ‘on duty’ meal period and counted as
7 time worked. An ‘on duty’ meal period shall be permitted only when the
8 nature of the work prevents an employee from being relieved of all duty and
when by written agreement between the parties an on-the-job meal period is
agreed to. The written agreement shall state that the employee may, in
writing, revoke the agreement at any time.”

9 101. A meal period generally comports with the requirements under California law if the
10 employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of
11 all duty for the entire period. (See *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1036
12 (2012) [citing DLSE Opn. Letter No. 1996.07.12 (July 12, 1996) p. 1].) Additionally, “an employer may
13 not undermine formal policy of providing meal breaks by pressuring employees to perform their duties in
14 ways that omit breaks.” (*Id.* at 1040 [citations omitted].)

15 102. Plaintiffs and the Non-Exempt Class were subject to the same policies, practices,
16 procedures and/or guidelines governing the provision and scheduling of meal periods.

17 103. Defendant has a pattern and practice of not providing Plaintiffs and the Non-Exempt Class
18 with legally compliant thirty (30) minute off-duty meal periods during their shifts, even though they
19 worked more than six (6) hours during their workday.

20 104. Plaintiffs and the Non-Exempt Class did not sign a valid on-duty meal period agreement at
21 any point during their employment with Defendant.

22 105. Plaintiffs and the Non-Exempt Class typically worked more than six (6) hours per day and
23 did not properly waive any of their meal periods.

24 106. Therefore, as a result of Defendant’s conduct, including the conduct alleged herein,
25 Defendant violated Labor Code §§ 226.7, 512, and 1198, as well as the applicable IWC Wage Order when
26 Defendant failed to provide Plaintiffs and other Non-Exempt Class Members a 30-minute, duty-free meal
27 period before the commencement of their sixth hour of work.

28 107. Plaintiffs assert that Defendant knew or should have known that members of the

1 Non-Exempt Class, including Plaintiffs, were not provided with legally compliant meal periods, as
2 Plaintiffs made several verbal complaints to Defendant regarding their inability to take uninterrupted,
3 off-duty thirty (30) minute meal periods before the end of their fifth (5th) hour of work due to the lack of
4 coverage provided to them.

5 108. Pursuant to Labor Code § 226.7(b) and the “Meal Periods” section of the applicable IWC
6 Wage Order, Defendant was required to pay Plaintiffs and the Non-Exempt Class one (1) additional hour
7 of pay at their regular rate of compensation for each day that Defendant did not provide Plaintiffs and the
8 Non-Exempt Class with a legally compliant meal period.

9 109. Despite this obligation, Defendant failed to pay the premium wage required by California
10 law to Plaintiffs and other Non-Exempt Class Members for all non-compliant meal periods. Instead, on
11 information and belief, Defendant had a common policy and practice of failing to compensate Plaintiffs
12 and the Non-Exempt Class with one (1) hour of pay at their regular rate of pay for the times that Defendant
13 did not provide Plaintiffs and the Non-Exempt Class with a 30-minute, duty-free meal period before the
14 commencement of their sixth hour of work or a second 30-minute, duty-free meal period before the
15 commencement of their eleventh hour of work, as required by Labor Code § 226.7(b) and the applicable
16 IWC Wage Order.

17 110. Thus, on information and belief, Defendant intentionally refused to perform its obligations
18 to provide meal periods and further failed to compensate Plaintiffs and the Non-Exempt Class with all
19 owed meal period premium wages as set forth by Labor Code § 226.7(b) and the applicable IWC Wage
20 Order.

21 111. Plaintiffs and the Non-Exempt Class suffered and continue to suffer losses related to
22 Defendant’s failure to pay an additional hour of pay for each day a legally compliant meal period was not
23 provided and the associated use and enjoyment of compensation due and owing to them as a direct result
24 of Defendant’s Labor Code and applicable IWC Wage Order violations.

25 112. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek all available remedies
26 for Defendant’s violations, including, but not limited to, all wages due, monies, interest, and reasonable
27 attorney’s fees and costs to the extent permitted by law.

28 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

1 SECOND CAUSE OF ACTION

2 **FAILURE TO PROVIDE REST PERIODS**

3 **[Violation of Labor Code §§ 226.7, 1198, and the “Rest Periods” section of the applicable**

4 **IWC Wage Order]**

5 **(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)**

6 113. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
7 above, as though fully set forth herein.

8 114. Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during
9 a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation,
10 standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further provides,

11 “[i]f an employer fails to provide an employee a meal or rest or recovery
12 period in accordance with a state law... the employer shall pay the
13 employee one additional hour of pay at the employee’s regular rate of
14 compensation for each workday that the meal or rest or recovery period is
15 not provided.”

16 115. Labor Code § 1198 mandates that the “maximum hours of work and standard conditions
17 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
18 labor for employees. The employment of any employee for longer hours than those fixed by the order or
19 under conditions of labor prohibited by the order is unlawful.”

20 116. The “Rest Periods” section of the applicable IWC Wage Order states,

21 “[e]very employer shall authorize and permit employees to take rest periods,
22 which insofar as practicable shall be in the middle of each work period. The
23 authorized rest period time shall be based on the total hours worked daily at
24 the rate of ten (10) minutes net rest time per four (4) hours or major fraction
25 thereof.”

26 117. The “Rest Periods” section of the applicable IWC Wage Order further provides, “[i]f an
27 employer fails to provide an employee a rest period in accordance with the applicable provisions of this
28 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
29 compensation for each workday that the rest period is not provided.”

30 118. Unless an employer relieves its employees of any and all work-related duties and also
31 relinquishes all control over how its employees spent their time during rest periods, the employer has not

1 authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
2 267, 269 (2016).

3 119. On information and belief, Plaintiffs and other members of the Non-Exempt Class were
4 subject to the same policies, practices, procedures and/or guidelines governing the provision and
5 scheduling of rest periods.

6 120. Plaintiffs contend that Defendant knew or should have known that Non-Exempt Class
7 Members, including Plaintiffs, were not provided with legally compliant rest periods, as Plaintiffs made
8 numerous verbal complaints to Defendant about receiving untimely and/or no rest periods at all during
9 their shifts.

10 121. Even though Plaintiffs and, on information and belief, Non-Exempt Class Members were
11 not authorized and permitted to take timely, uninterrupted, off-duty rest periods that were at least ten (10)
12 minutes in length for every four (4) hours worked, Defendant did not pay Plaintiffs and the Non-Exempt
13 Class with one (1) hour of pay at their regular rate of pay for all the times Defendant did not authorize and
14 permit Plaintiffs and the Non-Exempt Class to take legally compliant rest periods, in violation of Labor
15 Code § 226.7 and the applicable IWC Wage Order.

16 122. On information and belief, Defendant has a common policy, pattern, and practice of failing
17 to compensate Plaintiffs and the Non-Exempt Class the premium wage required by California law for all
18 non-compliant rest periods.

19 123. Plaintiffs and the Non-Exempt Class suffered and continue to suffer losses related to
20 Defendant's failure to pay an additional hour of pay for each day a rest period was not provided and the
21 associated use and enjoyment of compensation due and owing to them as a direct result of Defendant's
22 Labor Code and applicable IWC Wage Order violations.

23 124. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek all available remedies
24 for Defendant's violations including, but not limited to, any and all wages due, monies, interest, and
25 reasonable attorney's fees and costs to the extent permitted by law.

26 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

3 **[Violation of Labor Code §§ 1194, 1197, and 1198 and the “Minimum Wages” section of the**
4 **applicable IWC Wage Order]**

5 **(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)**

6 125. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
7 above, as though fully set forth herein.

8 126. Labor Code § 1197 provides, “[t]he minimum wage for employees fixed by the
9 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
10 minimum wage so fixed is unlawful.”

11 127. Labor Code section 1198 mandates,

12 “[t]he maximum hours of work and the standard conditions of labor fixed
13 by the commission shall be the maximum hours of work and the standard
14 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful.”

15 128. The “Minimum Wages” section of the applicable IWC Wage Order also provides that an
16 employer may not pay non-exempt employees less than the applicable minimum for all hours worked.

17 129. The applicable IWC Wage Order defines the term “hours worked” as “the time during
18 which an employee is subject to the control of an employer and includes all the time the employee is
19 suffered or permitted to work, whether or not required to do so.”

20 130. Labor Code § 1194(a) mandates,

21 “...any employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to recover in
23 a civil action the unpaid balance of the full amount of this minimum wage
or overtime compensation, including interest thereon, reasonable attorney’s
fees, and costs of suit.”

24
25 131. Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and
26 interest thereon are provided for under Labor Code § 1194.2.

27 132. Defendant failed to timely pay Plaintiffs and, on information and belief, members of the
28 Non-Exempt Class minimum and regular wages for all the time spent working for and under the control

1 of Defendant. For example, Plaintiffs, and on information and belief, the Non-Exempt Class were not
2 compensated for the time that they spent undergoing security procedures before clocking in, after clocking
3 out, and during their meal periods. Furthermore, Defendant failed to compensate the Non-Exempt Class,
4 including Plaintiffs, for time spent reporting to Defendant via telephone two hours prior to the start of
5 every scheduled shift and receiving instruction as to whether or not to come into work that particular day.

6 133. Plaintiffs further allege that Defendant had, and continues to have, a policy, practice,
7 procedure and/or guideline of compensating the Non-Exempt Class, including Plaintiffs, based on their
8 scheduled shift instead of the hours actually worked by the employees. Plaintiffs and, on information and
9 belief, other members of the Non-Exempt Class frequently worked over eight (8) hours in a workday but
10 did not receive compensation for hours worked in excess of their scheduled shift. As a result, Defendant
11 did not timely pay Plaintiffs and the Non-Exempt Class all minimum, regular, and/or overtime wages
12 when they worked in excess of eight (8) hours in a day and/or forty (40) hours in a workweek.

13 134. Plaintiffs and the Non-Exempt Class suffered and continue to suffer losses related to the
14 use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts
15 and Labor Code violations in an amount to be shown according to proof at trial and within the
16 jurisdictional limitations of this Court.

17 135. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek all available remedies
18 for Defendant's violations including, but not limited to, any and all wages due, monies, interest, liquidated
19 damages, and reasonable attorney's fees and costs to the extent permitted by law.

20 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL OVERTIME WAGES**

23 **[Violation of Labor Code §§ 510, 1194, 1198 and the "Hours and Days of Work" section of the**
24 **applicable IWC Wage Order]**

25 **(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)**

26 136. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
27 above, as though fully set forth herein.

28 137. Labor Code § 510 provides:

“[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

138. The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements as Labor Code § 510.

139. Labor Code § 1194 provides that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

140. Furthermore, pursuant to Labor Code § 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

141. The applicable IWC Wage Order defines the term “hours worked” as “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.”

142. Plaintiffs and, on information and belief, the Non-Exempt Class, regularly worked over eight hours per day and over 40 hours per week while employed by Defendant. Plaintiffs and, on information and belief, the Non-Exempt Class, did not receive all overtime compensation owed for all overtime hours worked over eight hours per day and/or 40 hours per week during their employment with Defendant. For example, Defendant had, and continues to have, a policy, practice, procedure and/or guideline of compensating the Non-Exempt Class, including Plaintiffs, based on their scheduled shift instead of the hours actually worked by the employees. Plaintiffs and, on information and belief, other members of the Non-Exempt Class frequently worked over eight (8) hours in a workday but did not receive compensation for hours worked in excess of their scheduled shifts. As a result, Defendant did not timely

1 pay Plaintiffs and the Non-Exempt Class all minimum, regular, and/or overtime wages when they worked
2 in excess of eight (8) hours in a day and/or forty (40) hours in a workweek.

3 143. Plaintiffs and the Non-Exempt Class suffered and continue to suffer losses related to the
4 use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts
5 and Labor Code violations in an amount to be shown according to proof at trial and within the
6 jurisdictional limitations of this Court.

7 144. Plaintiffs, on behalf on themselves and the Non-Exempt Class, seek all available remedies
8 for Defendant's violations including, but not limited to, any and all wages due, monies, interest, liquidated
9 damages, and reasonable attorney's fees and costs to the extent permitted by law.

10 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PAY REPORTING TIME PAY**

13 **[Violation of Labor Code §§ 558, 1198, and the "Reporting Time Pay" section of**
14 **the applicable IWC Wage Order]**

15 **(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)**

16 145. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
17 above, as though fully set forth herein.

18 146. The "Reporting Time Pay" section of the applicable IWC Wage Order states:

19 "[e]ach workday an employee is required to report for work and does report,
20 but is not put to work or is furnished less than half said employee's usual or
21 scheduled day's work, the employee shall be paid for half the usual or
22 scheduled day's work, but in no event for less than two (2) hours nor more
than four (4) hours, at the employee's regular rate of pay, which shall not
be less than the minimum wage."

23 147. Labor Code § 558 states that "[a]ny employer or other person acting on behalf of an
24 employer who violates, or causes to be violated...any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission shall be subject to a civil penalty..."

26 148. Labor Code § 1199 makes it unlawful for any employer "or other person acting either
27 individually or as an officer, agent, or employee of another person" to require or cause "any employee to
28 work for longer hours than those fixed, or under conditions of labor prohibited by an order of the

1 commission,” pay or cause “to be paid to any employee a wage less than the minimum fixed by an order
2 of the commission” or violate or refuse or neglect “to comply with any provision of this chapter or any
3 order or ruling of the commission.”

4 149. Defendant had, and continues to have, a policy, practice, procedure and/or guideline of
5 requiring Plaintiffs and, on information and belief, the Non-Exempt Class to report for work prior to the
6 start of every scheduled shift. Defendant required Plaintiffs and, on information and belief, the Non-
7 Exempt Class to be available two hours prior to the start of their scheduled shifts in order to call Defendant
8 and confirm whether they needed to come in to work that day, thereby precluding Plaintiffs and the Non-
9 Exempt Class from making other plans or arrangements for the day. Moreover, upon contacting
10 Defendant, Plaintiffs and the Non-Exempt Class were sometimes instructed not to report for their
11 scheduled shift, but were not paid any reporting time wages in violation of California law.

12 150. As a direct and proximate result of Defendant’s actions set forth herein, Plaintiffs and, on
13 information and belief, the Non-Exempt Class have been damaged in that they have not been paid all
14 required reporting time pay.

15 151. Plaintiffs and the Non-Exempt Class suffered and continue to suffer losses related to the
16 use and enjoyment of compensation due and owing to them as a direct result of Defendant’s unlawful acts
17 and Labor Code violations in an amount to be shown according to proof at trial and within the
18 jurisdictional limitations of this Court.

19 152. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek all available remedies
20 for Defendant’s violations including, but not limited to, any and all wages due, monies, interest, and
21 reasonable attorney’s fees and costs to the extent permitted by law.

22 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

[Violations of Labor Code §§ 201, 202, and 203]

**(Alleged By Plaintiffs Individually and On Behalf of the Waiting Time Penalties Subclass
Against Defendant)**

153. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

154. Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

155. Labor Code § 202 requires Defendant to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

156. Labor Code § 202 further mandates,

“[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

157. Labor Code § 203(a) provides, in pertinent part,

“[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

158. As a result of Defendant’s conduct during the applicable statutory period, Defendant willfully failed to pay Plaintiffs and, on information and belief, the Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendant’s control, as well

as all reporting time wages, and all meal period and/or rest period premiums owed within the time required by Labor Code § 201 and 202, as applicable.

159. To date, Plaintiffs have not yet received all wages due and payable, including, but not limited to, minimum wages, overtime wages, regular wages, reporting time wages, and meal and rest period premium wages owing to them. On information and belief, members of the Waiting Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular wages, reporting time wages, and meal and rest premium wages due and owing to them.

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

161. Plaintiffs, on behalf of themselves and the Waiting Time Penalties Subclass, seek all available remedies for Defendant's violations to the fullest extent permissible.

WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

[Violation of Labor Code § 2802]

(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)

162. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

163. Labor Code § 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

164. Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." The exact amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

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

4 166. Plaintiffs and, on information and belief, members of the Non-Exempt Class incurred
5 business expenses in direct consequence of their job duties through the use of their personal cell phones,
6 personal vehicles, and home internet. On information and belief, Plaintiffs and the Non-Exempt Class
7 were required to use their personal cell phones to report to Defendant and confirm whether they would be
8 working for their scheduled shifts. Plaintiffs and the Non-Exempt Class were also required to use their
9 personal vehicles to travel to job sites and use their home internet to respond to work emails and complete
10 off-the-clock training. Despite Defendant’s knowledge that Plaintiffs and members of the Non-Exempt
11 Class were using their personal cell phones, personal vehicles and home internet for work-related
12 purposes, Defendant failed to provide appropriate reimbursement for these expenses, in violation of Labor
13 Code § 2802.

14 167. As a direct result of Defendant’s violations alleged herein, Plaintiffs and members of the
15 Non-Exempt Class suffered and continue to suffer, substantial losses related to Defendant’s failure to
16 indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost interest
17 on such monies and expenses, and attorney’s fees and costs in seeking to compel Defendant to fully
18 perform their obligations under state law, all to their respective damage in amounts according to proof at
19 trial and within the jurisdictional limitations of this Court.

20 168. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek to recover in a civil
21 action to the fullest extent permissible all available remedies including, but not limited to, the unpaid
22 balance of the indemnification from Defendant’s violations, interest thereon permitted by Labor Code
23 § 2802(b), reasonable attorney’s fees and costs of suit, declaratory relief, and any other permitted remedies
24 including those permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact
25 amount of reimbursements, interest, costs and attorney’s fees will be in an amount to be proved at time of
26 trial.

27 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.
28

EIGHTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**[Violation of Labor Code §§ 226 and 1198, and the “Records” section of the applicable
IWC Wage Order]**

(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)

169. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

170. Labor Code § 226(a) requires that employers, including Defendant, furnish their employees with each wage payment an accurate and itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

171. Labor Code § 226(e)(2)(B) states, in pertinent part,
“an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).”

172. Labor Code § 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.

173. According to Labor Code § 226(h), “an employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

174. Defendant knowingly and intentionally failed to provide Plaintiffs and the Non-Exempt Class an accurate itemized wage statement with each wage payment as required by Labor Code § 226(a). Defendant knowingly and intentionally failed to provide Plaintiffs and members of the Non-Exempt Class

1 with each wage payment an accurate wage statement showing, among other things, the total regular and
2 overtime hours worked during the pay period, the corresponding gross and net wages earned, and all
3 applicable hourly rates and the corresponding number of hours worked at each hourly rate.

4 175. Defendant's failure to provide accurate itemized wage statements deprived Plaintiffs and
5 members of the Non-Exempt Class of the ability to promptly and easily understand and question the
6 calculation and rate of pay and hours used to calculate the wages paid by Defendant. Plaintiffs and
7 members of the Non-Exempt Class, therefore, had no way to dispute any error in the payment or
8 calculation of their wages, all of which resulted in an unjustified economic enrichment to Defendant, and
9 Plaintiffs and members of the Non-Exempt Class suffered actual damages as a result.

10 176. Defendant's failure to provide accurate itemized wage statements constitutes an injury as
11 defined under Labor Code § 226(e)(2)(B). Therefore, Plaintiffs and members of the Non-Exempt Class
12 have suffered an injury for purposes of Labor Code § 226 and are entitled to recover the greater of all
13 actual damages or the amount specified in Labor Code § 226 per violation.

14 177. Plaintiffs and Non-Exempt Class Members suffered and continue to suffer injuries, losses
15 and actual damages as a direct result of Defendant's Labor Code violations, including lost interest on such
16 wages, and expenses and attorney's fees in seeking to compel Defendant to fully perform their obligations,
17 in an amount to be shown according to proof at trial.

18 178. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek to recover all available
19 remedies including, but not limited to damages, penalties, reasonable attorney's fees and costs, and
20 injunctive relief to the fullest extent permitted by law.

21 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO MAINTAIN ACCURATE RECORDS**

24 **[Violation of Labor Code §§ 1174, 1198 and the "Records" section of the applicable**

25 **IWC Wage Order]**

26 **(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)**

27 179. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
28 above, as though fully set forth herein.

180. Labor Code § 1174(d) mandates, in pertinent part, “[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.”

181. The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

182. Plaintiffs allege that Defendant, as described herein, had, and continues to have, a policy, practice, procedure, and/or guideline of intentionally and willfully failing to maintain accurate payroll, time, and/or employee records that properly show the total number of hours worked, the applicable rates of pay, the proper beginning and end of each work period, the beginning and end of each meal period, and all wages earned and paid to Plaintiffs and the Non-Exempt Class .

183. Plaintiffs and the Non-Exempt Class have suffered, and continue to suffer, injuries and damages as a consequence of Defendant’s deliberate failure to maintain accurate records as required by the Labor Code. Specifically, Plaintiffs and members of the Non-Exempt Class were denied their legal right and protected interest in having accurate and complete records available to them.

184. Plaintiffs, on behalf of themselves and the Non-Exempt Class, seek to recover all available remedies including, but not limited to, damages, penalties, and reasonable attorney’s fees and costs to the fullest extent permitted by law.

WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.

(Alleged By Plaintiffs Individually and On Behalf of the Non-Exempt Class Against Defendant)

185. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above, as though fully set forth herein.

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

187. Defendant's Labor Code and IWC Wage Order violations alleged herein constitute "unlawful, unfair or fraudulent business act or practices," which are prohibited by Business and Professions Code § 17200-17208 and include, but are not limited to: (i) failure to provide proper meal and rest periods and pay Plaintiffs and the Non-Exempt Class premium wages for failure to provide compliant meal and rest periods; (ii) failure to pay Plaintiffs and the Non-Exempt Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendant; (iii) failure to pay Plaintiffs and the Non-Exempt Class all reporting time wages; (iv) failure to indemnify Plaintiffs and the Non-Exempt Class for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendant; (v) failure to provide Plaintiffs and the Non-Exempt Class with accurate itemized wage statements; (vi) failure to maintain accurate records of the hours that Plaintiffs and the Non-Exempt Class worked while employed by Defendant; and (vii) failure to timely pay Plaintiffs and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendant.

188. Defendant intentionally avoided paying Plaintiffs and the Non-Exempt Class all wages and/or monies, and other financial obligations attached thereto, to create for Defendant an artificially lower cost of doing business, and thus, undercut its competitors.

189. Defendant lowered its costs of doing business by paying Plaintiffs and the Non-Exempt Class an amount less than what is required by the California Labor Code and the applicable IWC Wage Order, thereby unfairly forcing Plaintiffs and other similarly situated and/or aggrieved employees to perform work without fair compensation and benefits.

190. Defendant held itself out to Plaintiffs and the Non-Exempt Class as being knowledgeable about, and adhering to, the employment laws of California at all times relevant herein. Plaintiffs and the Non-Exempt Class relied on and believed in Defendant's representation concerning Defendant's adherence to the California laws, all to their detriment.

191. Defendant's scheme to lower its payroll and operation costs and thus profit, by withholding money owed to the class and withholding wages, compensation and benefits, which are all the property of Plaintiffs and the Non-Exempt Class, in violation of the California Labor Code and the IWC Wage Orders, as alleged herein, constitutes an "unlawful, unfair or fraudulent business act or practice," under

1 California Business and Professions Code § 17200, *et seq.* As a result of Defendant’s unfair competition,
2 Plaintiffs and the Non-Exempt Class suffered injury in fact by losing money and/or property.

3 192. Business and Professions Code § 17204, states, in relevant part, “[a]ctions for relief
4 pursuant to this chapter shall be prosecuted...by...a person who has suffered injury in fact and has lost
5 money or property as a result of the unfair competition.”

6 193. Defendant acquired money and property owed to Plaintiffs and the Non-Exempt Class by
7 means of an unlawful practice that constitutes unfair competition as defined by Business and Professions
8 Code § 17200, *et seq.*

9 194. Plaintiffs and the Non-Exempt Class are persons in interest under Business and Professions
10 Code § 17203 to whom money and property should be restored. Business and Professions Code § 17203
11 states, in relevant part, that “any person may pursue representative claims or relief on behalf of others only
12 if the claimant meets the standing requirements of Section 17204.”

13 195. Plaintiffs are persons who suffered injury in fact and lost money, wages, compensation,
14 and benefits, as a result of Defendant’s unfair competition. Thus, pursuant to Business and Professions
15 Code § 17203 and 17204, Plaintiffs may pursue representative claims and relief on behalf of themselves
16 and the putative classes.

17 196. Pursuant to Business and Professions Code § 17203, “[t]he court may make such orders or
18 judgments, as may be necessary to restore to any person in interest any money or property, real or personal,
19 which may have been acquired by means of such unfair competition.”

20 197. Defendant reaped unfair benefits and illegal profits at the expense of Plaintiffs and the
21 Non-Exempt Class by committing the unlawful acts alleged herein. Thus, Defendant must make restitution
22 and/or be subject to other equitable relief pursuant to Business & Professions Code § 17203, and restore
23 all unpaid wages to Plaintiffs and the Non-Exempt Class.

24 198. Plaintiffs and the Non-Exempt Class suffered and continue to suffer loss of wages and
25 monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

26 199. Plaintiffs seek all available remedies on behalf of themselves and the Non-Exempt Class,
27 including, but not limited to, restitution of all wages and all monies owed, all in an amount to be shown
28

1 according to proof at trial. All such remedies are cumulative of relief available under other laws, pursuant
2 to Business & Professions Code § 17205.

3 WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

4 **ELEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 CLAIMS FOR CIVIL PENALTIES**

6 **(Violation of Labor Code §§ 2698, *et seq.*)**

7 **(Alleged by Plaintiffs on behalf of all Aggrieved Employees of Defendant against Defendant)**

8 200. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
9 above, as though fully set forth herein.

10 201. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
11 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
12 boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a
13 civil action brought by an aggrieved employee on behalf of himself or herself and other current or former
14 employees pursuant to the procedures specified in Labor Code § 2699.3.

15 202. This cause of action involves alleged violations of Labor Code §§ 201, 202, 204, 226,
16 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, and 2802, which, pursuant to Labor Code § 2699.5,
17 provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action
18 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
19 pursuant to the procedures specified in Labor Code § 2699.3.

20 203. Defendant employed Plaintiffs, and Plaintiffs had one or more of the alleged violations
21 committed against them. Therefore, Plaintiffs are “aggrieved employees” under PAGA because the
22 alleged violator employed them and they had one or more of the alleged violations committed against
23 them. As such, Plaintiffs are properly suited to represent the interests of other aggrieved employees in a
24 PAGA Representative action.

25 204. Plaintiffs seek to recover civil penalties on behalf of themselves and other aggrieved
26 employees for Defendant’s violations of the Labor Code.

27 205. For all provisions of the Labor Code for which a civil penalty is not specifically provided,
28 Labor Code § 2699(f) imposes upon Defendant, and each of them, a penalty of one hundred dollars

1 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars
2 (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

3 206. Defendant violated Labor Code §§ 226.7, 512, and 1198 by failing to authorize and permit
4 Plaintiffs and aggrieved employees to take duty-free meal and rest periods and by failing to pay them meal
5 and rest period premium wages for each day a meal and/or rest period was not provided. Under Labor
6 Code § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per pay
7 period for the initial violation of Labor Code § 226.7 and 1198, and \$200 for each aggrieved employee
8 per pay period for each subsequent violation.

9 207. Defendant violated Labor Code §§ 201, 202, and 1198 by not paying Plaintiffs and
10 aggrieved employees all minimum, regular, and overtime wages owed, and meal and rest premium wages
11 owed by the time set forth by law upon their separation of employment, as alleged herein. Thus, under
12 Labor Code § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per
13 pay period for the initial violation of Labor Code §§ 201, 202, and 1198, and \$200 for each aggrieved
14 employee per pay period for each subsequent violation.

15 208. Defendant violated Labor Code §§ 204 and 1198 by not paying Plaintiffs and aggrieved
16 employees all regular and overtime wages and meal and rest premium wages owed by the time set forth
17 by law during their employment, as alleged herein. Thus, under Labor Code § 2699(f)(2), Defendant is
18 subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of
19 Labor Code §§ 204 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent
20 violation.

21 209. Under Labor Code § 210(a), Defendant, in addition to, and entirely independent and apart
22 from any other penalty, is subject to a civil penalty for failing to pay the wages of each aggrieved employee
23 as provided in Labor Code § 204, as follows: (1) For any initial violation, one hundred dollars (\$100) for
24 each failure to pay each aggrieved employee. (2) For each subsequent violation, or any willful or
25 intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved employee, plus 25
26 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor
27 Commissioner.

28 210. Defendant violated Labor Code §§ 1194, 1197, and 1198 by not paying Plaintiffs and other

1 aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted
2 to work, engaged in work and/or under Defendant's control, as alleged herein. Thus, under Labor Code
3 § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per pay period
4 for the initial violation of Labor Code §§ 1194, 1197, and 1198, and \$200 for each aggrieved employee
5 per pay period for each subsequent violation.

6 211. Defendant violated Labor Code §§ 510, 1194, and 1198, by not paying Plaintiffs and other
7 aggrieved employees all overtime wages earned for all the time they were suffered or permitted to work,
8 engaged in work and/or under Defendant's control, as alleged herein. At all relevant times, Plaintiffs and,
9 on information and belief, other aggrieved employees were not paid all overtime at the proper rate of pay
10 when they worked in excess of eight hours in a workday or forty hours in a workweek. Thus, under Labor
11 Code § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per pay
12 period for the initial violation of Labor Code §§ 510, 1194, and 1198, and \$200 for each aggrieved
13 employee per pay period for each subsequent violation.

14 212. Defendant violated Labor Code § 226(b) and 1198.5 by failing to produce requested
15 employment records to Plaintiffs and Non-Exempt Class members, as alleged herein. At all relevant times,
16 Plaintiffs and, on information and belief, other aggrieved employees, sent written requests for their
17 employment records to Defendant and Defendant failed to timely produce the requested records in
18 violation of Labor Code §§ 226 and 1198.5. Thus, under Labor Code §§ 1198.5(k) and 226(f), Defendant
19 is subject to a civil penalty of \$750.

20 213. Defendant violated Labor Code §§ 226(a) by knowingly and intentionally failing to
21 maintain and provide Plaintiffs and other aggrieved employees of Defendant with wage statements
22 itemizing accurately all information required by Labor Code § 226(a), as alleged herein, because the wage
23 statements did not include the correct amount of gross and net wages earned. Thus, under Labor Code
24 § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per pay period
25 for the initial violation of Labor Code §§ 226(a) and 1198, and \$200 for each aggrieved employee per pay
26 period for each subsequent violation.

27 214. Defendant violated Labor Code §§ 226(a), 1174(d), and 1198 by failing to maintain records
28 detailing the start and end times of work shifts and meal periods, and knowingly and intentionally failing

1 to maintain and provide Plaintiffs and other aggrieved employees of Defendant with wage statements
2 itemizing accurately all information required by Labor Code § 226(a), as alleged herein, including the
3 total hours worked, all regular hours worked, all overtime hours worked, the corresponding gross and net
4 wages earned, the applicable hourly rate per hour worked, the corresponding number of hours worked at
5 each hourly rate, and the name of the legal entity that is the employer. Thus, under Labor Code
6 § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each aggrieved employee per pay period
7 for the initial violation of Labor Code §§ 226(a) and 1198, and \$200 for each aggrieved employee per pay
8 period for each subsequent violation. Alternatively, Labor Code § 226.3 provides for a civil penalty in the
9 amount of \$250 per violation in an initial citation and \$1,000 for each violation in a subsequent citation,
10 for which the employer fails to provide the employee a wage deduction statement or fails to keep the
11 records required in subdivision (a) of § 226.

12 215. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing labor
13 who willfully fails to maintain accurate and complete records required by subdivision (d) of § 1174.

14 216. Defendant is and was Plaintiffs' and other aggrieved employees' employers, or persons
15 acting on their behalf, within the meaning of Labor Code § 558, who violated or caused to be violated, a
16 section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in any
17 IWC Wage Order and, as such, is subject to civil penalties for each underpaid employee as set forth in
18 Labor Code § 558.

19 217. Labor Code § 558 also imposes upon Defendant for each initial violation of the Hours and
20 Days of Work section of the applicable IWC Wage Order a civil penalty of \$50.00 for each aggrieved
21 employee for each pay period for which the aggrieved employee was not provided with a paid
22 uninterrupted 10-minute rest period and/or required to work off the clock, as alleged herein. Furthermore,
23 Labor Code § 558 imposes upon Defendant for each subsequent violation of the Hours and Days of Work
24 section of the applicable IWC Wage Order a civil penalty of \$100.00 for each aggrieved employee for
25 each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute
26 rest period and/or required to work off the clock, as alleged herein. As set forth in *Thurman v. Bayshore*
27 *Transit Management*, 203 Cal. App. 4th 1112, 1153 (2012), the Hours and Days of Work section of the
28

1 Wage Order also covers failure to provide rest periods and Plaintiffs may therefore recover civil penalties,
2 including the underpaid wages, under Labor Code § 558 for each such violation.

3 218. Defendant is and was Plaintiffs' and aggrieved employees' employer or other person(s)
4 acting either individually or as an officer, agent, or employee of another person(s), who pays or causes to
5 be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as such,
6 is subject to civil penalties for each underpaid employee pursuant to Labor Code § 1197.1.

7 Labor Code § 1197.1 imposes upon Defendant for each initial violation of Labor Code § 1197 by paying
8 or causing an employee to be paid less than the minimum wage, a civil penalty of \$100.00 for each
9 underpaid employee for each pay period for which the employee is underpaid. Furthermore, Labor Code
10 § 1197.1 imposes upon Defendant for each subsequent violation a civil penalty of \$250.00 for each
11 underpaid employee for each pay period for which the employee was underpaid.

12 219. Defendant violated Labor Code § 2802 because Defendant required Plaintiffs and other
13 aggrieved employees to use their personal cell phones, personal vehicles, and home internet for work
14 purposes. Thus, under Labor Code § 2699(f)(2), Defendant is subject to a civil penalty of \$100 for each
15 aggrieved employee per pay period for the initial violation of this section, and \$200 for each aggrieved
16 employee per pay period for each subsequent violation.

17 220. Labor Code § 1199 imposes a fine of not less than \$100 on any employer or other person
18 acting either individually or as an officer, agent, or employee of another person to require or cause any
19 employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order
20 of the commission, pay or cause to be paid to any employee a wage less than the minimum fixed by an
21 order of the commission or violate or refuse or neglect to comply with any provision of this chapter or any
22 order or ruling of the commission.

23 221. For bringing this action, Plaintiffs are additionally entitled to attorney's fees and costs
24 incurred herein.

25 222. Plaintiffs seek to recover civil penalties on behalf of themselves and other aggrieved
26 employees for Defendant's violations of the Labor Code, including but not limited to, Defendant's
27 violations of Labor Code §§ 201, 202, 204, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 1198.5,
28 1199, and 2802, pursuant to Labor Code § 2698, *et seq.* The exact amount of the applicable penalties is

an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

WHEREFORE, Plaintiffs pray for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

- a. For general damages;
- b. For special damages;
- c. For an award of liquidated damages to the extent permissible by Labor Code § 1194.2;
- d. For an award of the greater of actual damages or the liquidated damage amounts provided by Labor Code § 226(e) for Defendant's failure to provide accurate itemized wage statements, pursuant to Labor Code § 226(a);
- e. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, 1194, 2802, and 2699 *et seq.*;
- f. For civil and statutory penalties to the extent permitted by law, including those pursuant to the Labor Code, the Private Attorneys General Act, and the Orders of the Industrial Welfare Commission;
- g. For waiting time penalties under Labor Code § 203;
- h. For a reimbursement of all work-related expenses pursuant to Labor Code § 2802;
- i. For restitution as provided by Business and Professions Code § 17200 *et seq.*;
- j. For injunctive relief as provided by the Labor Code including, but not limited to, Labor Code § 226(h), and Business and Professions Code § 17200, *et seq.*
- k. For an order requiring Defendant to restore and disgorge all funds to Plaintiffs acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code § 17200 *et seq.*;
- l. For an award of damages in the amount of unpaid compensation and monies including, but not limited to, actual damages, unpaid wages, minimum wages, regular wages,

- 1 overtime wages, reporting time pay, waiting time penalties and other penalties
2 according to proof, including interest thereon, to the extent permissible by law;
- 3 m. For an award of an additional hour of pay at the regular rate of compensation for each
4 non-compliant meal and rest period, pursuant to Labor Code § 226.7(b) and the
5 applicable Order of the Industrial Welfare Commission;
- 6 n. For civil penalties for each initial and subsequent violation for each underpaid
7 employee for each pay period for which the employee was underpaid pursuant to Labor
8 Code §§ 558, 558.1, and 1197.1;
- 9 o. For pre- and post-judgement interest to the extent permitted by law including, but not
10 limited to, Labor Code §§ 218.6 and 1194;
- 11 p. For an order imposing a constructive trust upon Defendant to compel it to transfer
12 wages that have been wrongfully obtained and held by Defendant to unpaid employees;
- 13 q. For an accounting to determine all money wrongfully obtained and held by Defendant;
- 14 r. For a declaratory judgment that Defendant has violated Labor Code §§ 201, 202, 204,
15 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, and 2802, as well as the “Hours
16 and Days of Work,” “Minimum Wages,” “Records,” “Reporting Time Pay,” “Meal
17 Periods,” and “Rest Periods” sections of the Wage Order of the Industrial Welfare
18 Commission; and
- 19 s. For such other relief as this Court deems just and proper.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

JURY TRIAL DEMAND

Please take notice that Plaintiffs demand trial by jury on all Causes of Action.

Dated: June 10, 2026

ARCH LEGAL, P.C.

By:



Nathan J. Reese
Samara A. Bahu
Attorneys for Plaintiffs Lisa Napper and
Queensly Asemota

Dated: June 10, 2026

AEGIS LAW FIRM, PC

By: /s/ Joseph M. Szilagyi (with permission)

Kashif Haque
Samuel A. Wong
Joseph M. Szilagyi
Attorneys for Plaintiff Liliana Sanchez

Dated: June 10, 2026

LAVI & EBRAHIMIAN, LLP

By: /s/ James Clark (with permission)

Joseph Lavi
Vincent Granberry
James Clark
Attorneys for Plaintiff Brittani Guillory

EXHIBIT A

October 29, 2020

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

VIA ONLINE ELECTRONIC FILING

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

CERTIFIED MAIL (RETURN RECEIPT)

Associated Health Professionals, Inc.
c/o Thomas M. McInerney
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
One Market Plaza, Suite 1300
San Francisco, CA 94105

Re: Carmen Munoz's Wage and Hour Claims Against Associated Health Professionals, Inc.

Dear Labor and Workforce Development Agency and Associated Health Professionals, Inc.:

Please be advised that Carmen Munoz ("Claimant") has retained our firm to represent her for various claims against her former employer Associated Health Professionals, Inc. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against her and all other aggrieved employees, which includes all current and former non-exempt employees who performed work for the Company in the State of California. Specifically, Claimant provides written notice regarding the Company and all other nursing registries or staffing agencies providing temporary staffing to Los Angeles County health facilities. Upon Claimant's identification of the other nursing registries or staffing agencies providing temporary staff at a Los Angeles County health facility who have also violated the Labor Code, Claimant shall amend her letter providing further notice of additional alleged violators of the Labor Code.

Claimant provides this notice, which includes the facts and theories to support the Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and seek civil penalties

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erick Dos Santos

Alex Kuner

Monique Rodriguez

Ridgeway J. Woulfe

pursuant to the PAGA for the alleged violations of the Labor Code. Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent herself and all other current or former non-exempt employees who performed work for the Company and who have suffered at least one of the wage and hour violations described herein. Claimant also intends to represent all other current or former non-exempt employees who performed were assigned to perform work through a nursing registry or staffing agency providing temporary staff at a Los Angeles County health facility and who have suffered at least one of the wage and hour violations described herein.

FACTUAL BACKGROUND

Associated Health Professionals, Inc. is a staffing agency that employs and places nurses and other healthcare personnel at various facilities across the nation, including medical facilities operated by the County of Los Angeles in California. The Company is incorporated in the state of California and has its headquarters located in Culver City, California.

Claimant was employed by the Company from approximately June 1, 2017 to July 1, 2020 as a Certified Nurse Assistant (“CNA”). At all relevant times, Claimant was classified as a non-exempt employee and was compensated on an hourly basis. Claimant was most recently paid at an hourly rate of \$16.25 per hour. During her employment, Claimant regularly worked shifts of eight (8) or more hours per day, five (5) days per week.

The Company placed Claimant to work as CNA at the Augustus F. Hawkins Mental Health Center (“Hawkins Facility”) operated by the County of Los Angeles from approximately June of 2017 to June of 2020. While at the Hawkins Facility, Claimant performed work in the facilities’ six wards as a CNA and performed various duties, including working as a sitter. Claimant’s job duties as a sitter included watching individuals who were a danger to themselves, watching groups of patients, and ensuring patient safety, among other things. Claimant also worked in patient care, which involved providing meals to patients and taking readings of blood pressure and other vital signs.

From approximately June of 2020 to July 1, 2020, the Company placed Claimant to work as a CNA at the LAC+USC Medical Center operated by the County of Los Angeles. While at the LAC+USC Medical Center, Claimant had different positions, including but not limited to, sitter and patient care. On July 1, 2020, Claimant was terminated by the Company for her refusal to work on COVID-19 assignments at the LAC+USC Medical Center for health-related reasons. During Claimant’s work for the County of Los Angeles Health facilities (Hawkins Facility and LAC+USC), there were other non-exempt employees supplied by other nursing registries and/or staffing agencies (hereinafter “County-Placed Registries”) in addition to those provided by directly by the Company. Said individuals were subject to the same unlawful policies and practices when on placements at the County of Los Angeles Health facilities. As such, other non-exempt employees placed at a County of Los Angeles Health facility through County-Placed Registries also suffered the same violations of the Labor Code and IWC Wage Order as Claimant, and they are therefore “aggrieved employees” along with Claimant. Further, on information and belief, the Company and County-Placed Registries failed to take reasonable steps to ensure that the County of Los Angeles followed all applicable laws related to their obligations under the Labor Code and IWC Wage Order. In addition, on information and belief, the Company and County-Placed Registries knew or should have known that aggrieved employees were denied the protections of the Labor Code when aggrieved employees were placed at County of Los Angeles Health facilities.

Claimant alleges that the Company and County-Placed Registries denied Claimant and other aggrieved employees in California specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Specifically, the Company and County-Placed Registries failed to provide Claimant and other aggrieved employees with legally compliant meal and/or rest periods or pay them meal and/or rest period premiums; failed to timely pay all minimum, regular, and overtime wages for all hours worked; failed to pay reporting time pay; failed to timely pay all wages due and owing upon separation of employment; failed to reimburse for necessary business expenses; failed to issue accurate itemized wage statements; failed to maintain accurate records; and failed to permit inspection of time records upon request. Upon information and belief, all policies, practices, guidelines, and/or procedures of the Company and County-Placed Registries applicable to Claimant were also applicable to all other aggrieved employees.

Claimant asserts that the Company and County-Placed Registries did not provide Claimant and other aggrieved employees with 30-minute, off-duty meal periods commencing before the start of their sixth hour of work. For example, Claimant and aggrieved employees had to return to their assigned posts within 30-minutes or less of leaving their assigned post for a meal break. However, Claimant and other aggrieved employees were required to comply with extensive security protocols when leaving and re-entering the facilities for their meal periods. However, the Company and County-Place Registries did not allocate additional time or otherwise account for time spent undergoing these security procedures, and instead improperly shortened Claimant’s and other aggrieved employees’ meal periods. Moreover, Claimant and, on information and belief, other aggrieved employees often received meal periods after the end of their fifth hour of work. To comply with the strict patient supervision policies enforced at the health facilities, Claimant and other aggrieved employees could not leave patients alone at any time and thus had to wait for another nurse to relieve them for their meal periods. However, Claimant and other aggrieved employees were often not relieved on time for their meal periods. The Company thus failed to provide Claimant and other aggrieved employees an opportunity to take timely meal periods, in violation of California law. Further, the Company and County-Placed Registries maintain a policy and practice of automatically recording a thirty (30) minute meal period for Claimant and aggrieved employees regardless of whether said break is provided.

Claimant also alleges that the Company and County-Place Registries did not authorize and permit aggrieved employees to take legally compliant, off-duty 10-minute rest periods for every four (4) hours worked or major fraction thereof. Claimant contends that the Company’s and County-Placed Registries’ failure to provide legally compliant rest periods to aggrieved employees was largely due to insufficient coverage and/or the lack of an enforced schedule for rest periods at the various health facilities. For instance, Claimant was rarely, if at all, provided a rest period while assigned at both the Hawkins Facility and the LAC+USC Medical Center because there was no other nurse available to relieve her for her rest periods. Specifically, while at the LAC+USC Medical Center, Claimant never received a rest period during her shifts because the other nurses were always too busy to relieve her when she asked, thus forcing her to forgo her rest periods. While working at the Hawkins Facility, Claimant received an assignment during her shift that stated when her rest periods were to be provided, however, the assignment was rarely, if at all, enforced. In addition, the County of Los Angeles health care facilities maintain a policy stating that Claimant and aggrieved employees were only provided with one rest period per shift regardless of the length of the shift. Given that Claimant and other aggrieved employee frequently worked shifts of eight hours or longer,

Claimant and other aggrieved employees were denied rest period for every four (4) hours of work or major fraction thereof.

Claimant made several verbal complaints to the Company regarding her inability to take meal and/or rest periods due to the lack of coverage provided to her. Thus, the Company knew or should have known that Claimant and other aggrieved employees were not provided with the opportunity to take legally compliant meal periods and/or authorized or permitted all rest periods due. Despite this, the Company did not pay Claimant and, on information and belief, other aggrieved employees the additional one (1) hour of pay at the employee's regular rate of pay as required under Labor Code § 226.7 and IWC Wage Order No. 5-2001. On information and belief, other County-Placed Registries also knew or should have known that aggrieved employees were not provided with the opportunity to take legally compliant meal periods and/or authorized or permitted all rest periods due. Therefore, the Company and County-Placed Registries owe Claimant and, on information and belief, other aggrieved employees a meal and/or rest period premium for each workday that Claimant and other aggrieved employees were not provided with a compliant meal and/or rest period.

Claimant and, on information and belief, other aggrieved employees were also not paid all minimum, regular, and/or overtime wages for all time spent working because the Company and County-Place Registries failed to pay them for the time they spent undergoing security protocols in order to clock in and out for their shifts. For instance, while working at the Hawkins Facility, Claimant was required to show her badge to security and then unlock and double lock several sets of doors on the first and second floor of the building, prior to clocking in and out for every shift. Similarly, while assigned to work at the LAC+USC Medical Center, Claimant was required to go through security, walk to the fourth floor of the building, and wait in line to use the time clock machine in order to clock in and out. At both facilities, Claimant spent several minutes before clocking in and after clocking out in order to comply with these strict security procedures, but was not provided any compensation by the Company and County-Placed Registries for this time spent working while off-the-clock.

The Company and County-Place Registries also failed to pay Claimant and, on information and belief, other aggrieved employees for time spent working during their meal periods. The Company and County-Placed Registries improperly considered the time spent by Claimant and other aggrieved employees undergoing security procedures during their meal periods as non-compensable time and failed to provide any remuneration. The Company and, on information and belief, other County-Placed Registries automatically deducted thirty (30) minutes from Claimant's and aggrieved employees' hours worked regardless of whether or not they were actually free from all duties for a full thirty (30) minutes. As described above, Claimant and other aggrieved employees were frequently denied meal periods where they were relieved all duties for a period of at least thirty (30) minutes. Nevertheless, thirty (30) minutes was consistently deducted from Claimants' and aggrieved employees hours worked. The Company and, on information and belief, other County-Placed Registries knew or should have known that this auto-deduct policy and practice deprived Claimant and aggrieved employees of compensation for all hours worked, thereby depriving them of all minimum, regular, and overtime wages due.

Additionally, the Company and, on information and belief, County-Placed Registries paid Claimant and other aggrieved employees based on their scheduled shift hours, rather than the actual time worked by the employee. Claimant and, on information and belief, other aggrieved employees frequently worked in excess of eight (8) hours during the work day, but the Company and County-Placed Registries did not pay

them for any time exceeding their scheduled eight (8) hour shift. As a result of requiring aggrieved employees, including Claimant, to work off-the-clock and failing to compensate them based on their hours actually worked, the Company and County-Place Registries did not pay Claimant and other aggrieved employees all minimum, regular, and/or overtime wages for all time worked, including but not limited to, when Claimant and other aggrieved employees worked in excess of eight (8) hours in a work day and/or forty (40) hours in a workweek.

The Company and, on information and belief, County-Place Registries also required Claimant and, on information and belief, other aggrieved employees to report for work two hours prior to the start of every scheduled shift. Claimant and aggrieved employees were required to either call the Company and/or County-Place Registries and confirm whether or not they would be working that particular day. Upon calling the Company and County-Place Registries, Claimant and other aggrieved employees were sometimes instructed not to report for their scheduled shift, yet they were not paid for at least half of the scheduled day's work at their regular rate of pay. Thus, the Company and County-Placed Registries failed to pay Claimant and other aggrieved employees reporting time pay in violation of California law. Moreover, Claimant and, on information and belief, other aggrieved employees did not receive any compensation for the time they spent making daily phone calls to the Company and County-Place Registries. Accordingly, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages for all hours worked.

Furthermore, the Company and County-Place Registries failed to timely pay Claimant and other aggrieved employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all hours worked, reporting time pay, and meal and/or rest period premium wages, as required pursuant to Labor Code §§ 201, 202 and 204, due to the aforementioned Labor Code violations. Claimant further contends that she and other former aggrieved employees have not been paid any waiting time penalties as provided under Labor Code § 203.

The Company and County-Place Registries also failed to reimburse Claimant and, on information and belief, other aggrieved employees for all necessary business expenses that were incurred in the discharge of their job duties. For instance, Claimant and other aggrieved employees were required to use their personal cell phones to call the Company and/or County-Placed Registries two hours prior to starting their scheduled shift and confirm whether they were working that day. Despite mandating aggrieved employees, including Claimant, to use their personal cell in the discharge of their work duties, the Company and County-Placed Registries did not have a policy, practice, procedure and/or guideline of reimbursing aggrieved employees. Claimant and other aggrieved employees did not receive any reimbursement for the use of their personal cell phones as required by California law.

Additionally, the wage statements issued by the Company and County-Placed Registries to aggrieved employees, including Claimant, did not include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required under Labor Code § 226.

As a direct result of the Company's and County-Placed Registries' illegal policies, practices, procedures, and/or guidelines, as described herein, the Company and County-Placed Registries also failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' actual time worked and actual

wages earned and paid, among other things, in violation of California law. Furthermore, Claimant requested to inspect her time records as enumerated under the “Records” section of IWC Wage Order No. 5-2001, but the Company failed to provide Claimant with access to her time records.

In addition, Claimant through her legal representative, demanded that the Company permit her to inspect her personal “[t]ime records showing when the [she] begins and ends each work period.” However, the Company, through its legal representative denied Claimant the ability to inspect said records. The Company, therefore, failed to make Claimant’s time records available upon reasonable request in direct violation of the IWC Wage Orders. As result of the Company’s failure to provide Claimant access to her time records, she has injured in that she is unable to identify her hours recorded hours worked, has been denied access to records to which the Company is obligated to provide under the law, and she denied access to evidence related to the violations as alleged in this letter.

Due to the foregoing Labor Code violations, the Company and County-Placed Registries denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company and County-Placed Registries on behalf of herself and all other current or former non-exempt employees of the Company and County-Placed Registries, including those who performed work at a Los Angeles County health facility in California during the relevant statutory period.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL AND/OR REST PERIODS
OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, and 512, and the “Meal Periods” and
“Rest Periods” sections of IWC Wage Order No. 5-2001)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code § 512(a) states,

“[a]n 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” and “[a]n 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.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 states,

“[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 further provides,

“[a]n employer may not employ an employee for a work period of more than ten (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 employer and employee only if the first meal period was not waived.”

Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 also states,

“[u]nless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

The “Rest Periods” section of IWC Wage Order No. 5-2001 states,

“[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.

As set forth herein, the Company and County-Place Registries failed to provide Claimant and, on information and belief, other aggrieved employees with the opportunity to take off-duty meal periods of at

least 30-minutes before the start of their sixth hour of work and/or did not authorize and permit Claimant and other aggrieved employees to take legally compliant rest periods, as required by California law. Despite not receiving legally compliant meal and/or rest periods, Claimant and, on information and belief, other aggrieved employees were not paid one-hour of premium wages for each day a meal and/or rest period was not provided. Accordingly, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a meal period was not provided and/or a rest period was not authorized and permitted. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 5-2001)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

Labor Code § 1198 states, "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code § 510 states,

"[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

The "Hours and Days of Work" and "Minimum Wages" sections of IWC Wage Order No. 5-2001 mandate the same requirements as Labor Code § 510.

Labor Code § 204(a) states in pertinent part, "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Furthermore, Labor Code § 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." The "Minimum Wages" section of IWC Wage Order No. 5-2001 also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code § 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for subsequent violation.

Labor Code § 1197.1 provides that,

“[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...”

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

Labor Code § 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

As set forth above, the Company and County-Placed Registries had a policy and/or practice of compensating Claimant and, on information belief, other aggrieved employees a predetermined amount based on their scheduled shift, rather than the hours they actually worked. As a result, Claimant and other aggrieved employees were not paid overtime wages for shifts in excess of their scheduled eight hours. Moreover, the Company and County-Placed Registries required Claimant and other aggrieved employees to work off-the-clock when reporting to shifts, prior to clocking in and after clocking out, and during meal periods without any compensation. The Company thus failed to timely pay Claimant and, on information and belief, other aggrieved employees all minimum, regular, and/or overtime wages for all hours worked, as required by law. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY REPORTING TIME PAY

(Labor Code §§ 1194, 1198, 1199, and the “Reporting Time Pay” section of IWC Wage Order No. 5-2001)

The “Reporting Time Pay” section of IWC Wage Order No. 5-2001 states,

“[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

Labor Code § 1199 makes it unlawful for any employer “or other person acting either individually or as an officer, agent, or employee of another person” to require or cause “any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission,” pay or cause “to be paid to any employee a wage less than the minimum fixed by an order of the commission” or violate or refuse or neglect “to comply with any provision of this chapter or any order or ruling of the commission.”

As set forth above, the Company and County-Placed Registries failed to pay Claimant and, on information and belief, other aggrieved employees the required amount of reporting time pay for the time they were required to be on-call and await instruction on whether or not to report to work, as required by California law. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code §§ 201-204, 210 and the “Minimum Wages” section of IWC Wage Order No. 5-2001)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202 provides,

“[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code § 203(a) further provides,

“[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Labor Code § 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code § 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

The “Minimum Wages” section of IWC Wage Order No. 5-2001 also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 210 mandates that, "... every person who fails to pay the wages of an employee as provided in Sections 201.3...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company and County-Placed Registries violated these Labor Code sections by not timely paying to Claimant and, on information and belief, other aggrieved employees all minimum, regular, and/or overtime wages for all time worked and/or meal and rest period premium wages within the required time during and upon separation of their employment. As a result of the Company's and County-Placed Registries' failure to comply with the aforementioned Labor Code provisions, the Company owes waiting time penalties to Claimant and other former aggrieved employees. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other current or former aggrieved employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

Labor Code § 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." Accordingly, Claimant will request that she receives interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section." Consequently, Claimant will also request reimbursement of the attorney's fees and incurred in pursuing this matter.

As set forth above, the Company and County-Placed Registries' required Claimant and, on information and belief, other aggrieved employees to use their personal cell phones in the discharge of their work duties without reimbursement, in violation of California law. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226 and 226.3, and the "Records" section of IWC Wage Order No. 5-2001)

Labor Code § 226(a) states, in pertinent part, that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: "(1) gross wages earned, (2) total hours worked by the employee, ..., (5) net wages earned, ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Labor Code § 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney's fees. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

As set forth above, the Company and County-Placed Registries' failed to provide Claimant and, on information and belief, other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226, 1174 and 1174.5, and the "Records" section of IWC Wage Order No. 5-2001)

Labor Code § 1174 states, "[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments." See also Labor Code § 226(a).

The "Records" section of IWC Wage Order No. 5-2001 states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay. The "Records" section further states that "[a]n employee's records shall be available for inspection by the employee upon reasonable request."

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides,

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

As set forth above, the Company and County-Placed Registries violated these requirements by failing to accurately record employee hours actually worked including, but not limited to, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages earned and paid, among other things. Further, upon Claimant's reasonable request to review her records, the Company has not permitted Claimant to do so, particularly with regard to the "time records showing when the employee begins and ends each work period," which are specifically required to be kept under the Records section of the IWC Wage Order. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code §§ 210, 226.3, 226(f), 558, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5 and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25 % of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

For violations of Labor Code § 226(c), Labor Code § 226(f) permits the current or former employee, or the Labor Commissioner, to recover a \$750 penalty from the employer.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid."

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to §

1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Company and County-Placed Registries violated the Labor Code and IWC Wage Order 5-2001 by failing to timely pay Claimant and other aggrieved employees all regular, minimum, and/or overtime wages, reporting time pay, reimbursements for necessary business expenditures, and/or meal and rest period premium wages, as required under the Labor Code and the applicable sections of IWC Wage Order 5-2001. As a result, the Company and County-Placed Registries are liable for civil penalties under the Labor Code and Claimant will pursue all available remedies, including but not limited to those stated herein, for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, 1198.5, 2802, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Under Labor Code § 2699(g)(1) an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorneys' fees and costs. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur such costs as a result of the Company's and County-Placed Registries' unlawful actions. Claimant will pursue all available remedies, including but not limited to those provided by the PAGA, on behalf of herself and other aggrieved employees to the extent permitted by law for the violations of law described herein and those later discovered.

CONCLUSION

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, Claimant becomes aware of additional claims, additional compensation owed, and/or other violations to her or any other aggrieved employee of

the Company and County-Placed Registries, she reserves the right to revise these facts and/or add any new claims by amending this claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive style with a large, looping "N" and "R".

Nathan Reese

NR/MV

EXHIBIT B

May 25, 2023

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nora Steinhagen
nsteinhagen@grahamhollis.com
619.430.4674 direct

VIA ONLINE ELECTRONIC FILING

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

CERTIFIED MAIL (RETURN RECEIPT)

Associated Health Professionals, Inc.
c/o Andrew Deddeh
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4660 La Jolla Village Drive Suite 900
San Diego, CA 92122

**Re: LWDA-CM-810992-20
Amended Notice of Wage and Hour Claims of Carmen Munoz, Lisa
Napper, and Queensly Asemota Against Associated Health
Professionals, Inc.**

Dear California Labor and Workforce Development Agency, and Associated Health Professionals, Inc:

This letter shall serve as an amendment regarding the wage and hour and penalties claim of Carmen Munoz ("Ms. Munoz") against her former employer, Associated Health Professionals (the "Company"), in accordance with the Labor Code Private Attorneys General Act ("PAGA"), Labor Code sections 2698, *et seq.*

Ms. Munoz electronically filed the initial notification with the Labor and Workforce Development Agency ("LWDA") and sent the initial notification via Certified Mail to the Company on October 29, 2020, which is enclosed for reference as **Exhibit A**. Since the date of the initial notification, Ms. Munoz has become aware of new information and amends the original letter to add the following:

ADDITIONAL CLAIMANTS

Please be advised that Lisa Napper ("Ms. Napper") and Queensly Asemota ("Ms. Asemota") have retained our firm to represent them for claims against the

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

*Provisionally Licensed Lawyer

Company, their former employer.

Ms. Napper was employed with the Company as a certified nursing assistant from approximately 2010 to March of 2020. At all times during her employment, Ms. Napper was classified as a non-exempt employee and was compensated on an hourly basis. Throughout the relevant time period, Ms. Napper typically worked twelve hours per day. Ms. Napper's hourly rate of pay during the relevant time period was \$18.00 per hour.

Ms. Asemota was employed with the Company as a certified nursing assistant from 2003 to 2007 then approximately 2016 through 2020. At all times during her employment, Ms. Asemota was classified as a non-exempt employee and was compensated on an hourly basis. Throughout the relevant time period, Ms. Asemota typically worked twelve hours per day. Ms. Asemota's hourly rate of pay during the relevant time period varied.

Ms. Munoz amends her original claim letter to include Ms. Napper and Ms. Asemota as additional Claimants, for the same Labor Code violations that Ms. Munoz set forth in the initial notification dated October 29, 2020 based upon the same facts and theories.

This letter shall serve as Ms. Napper and Ms. Asemota's written notice to the LWDA and the Company of the alleged Labor Code violations that Ms. Napper and Ms. Asemota allege the Company committed against them and all other aggrieved employees in California. Ms. Napper and Ms. Asemota provide this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698, *et seq.* Ms. Napper and Ms. Asemota desire to file a civil action to enforce their rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Napper and Ms. Asemota intend to represent the same group of aggrieved employees (*i.e.*, all other current and former employees of the Company who worked as a non-exempt employee of the Company as set forth in Ms. Munoz's initial notification dated October 29, 2020).

CONCLUSION

The facts and claims contained herein are based on the information presently available at the time of this writing. Therefore, if through discovery, investigation, and/or expert review, Ms. Munoz, Ms. Asemota and/or Ms. Napper ("Claimants") become aware of additional Labor Code violations and/or compensation owed to them or other losses incurred by them or by any other aggrieved employee of the Companies, Claimants reserve the right to revise these facts and/or add any new claims by amending this claim letter or by adding applicable causes of action in their complaint.

Respectfully,



Nora Steinhagen

EXHIBIT A

October 29, 2020

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

VIA ONLINE ELECTRONIC FILING

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

CERTIFIED MAIL (RETURN RECEIPT)

Associated Health Professionals, Inc.
c/o Thomas M. McInerney
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
One Market Plaza, Suite 1300
San Francisco, CA 94105

Re: Carmen Munoz's Wage and Hour Claims Against Associated Health Professionals, Inc.

Dear Labor and Workforce Development Agency and Associated Health Professionals, Inc.:

Please be advised that Carmen Munoz ("Claimant") has retained our firm to represent her for various claims against her former employer Associated Health Professionals, Inc. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against her and all other aggrieved employees, which includes all current and former non-exempt employees who performed work for the Company in the State of California. Specifically, Claimant provides written notice regarding the Company and all other nursing registries or staffing agencies providing temporary staffing to Los Angeles County health facilities. Upon Claimant's identification of the other nursing registries or staffing agencies providing temporary staff at a Los Angeles County health facility who have also violated the Labor Code, Claimant shall amend her letter providing further notice of additional alleged violators of the Labor Code.

Claimant provides this notice, which includes the facts and theories to support the Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and seek civil penalties

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erick Dos Santos

Alex Kuner

Monique Rodriguez

Ridgeway J. Woulfe

pursuant to the PAGA for the alleged violations of the Labor Code. Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent herself and all other current or former non-exempt employees who performed work for the Company and who have suffered at least one of the wage and hour violations described herein. Claimant also intends to represent all other current or former non-exempt employees who performed were assigned to perform work through a nursing registry or staffing agency providing temporary staff at a Los Angeles County health facility and who have suffered at least one of the wage and hour violations described herein.

FACTUAL BACKGROUND

Associated Health Professionals, Inc. is a staffing agency that employs and places nurses and other healthcare personnel at various facilities across the nation, including medical facilities operated by the County of Los Angeles in California. The Company is incorporated in the state of California and has its headquarters located in Culver City, California.

Claimant was employed by the Company from approximately June 1, 2017 to July 1, 2020 as a Certified Nurse Assistant (“CNA”). At all relevant times, Claimant was classified as a non-exempt employee and was compensated on an hourly basis. Claimant was most recently paid at an hourly rate of \$16.25 per hour. During her employment, Claimant regularly worked shifts of eight (8) or more hours per day, five (5) days per week.

The Company placed Claimant to work as CNA at the Augustus F. Hawkins Mental Health Center (“Hawkins Facility”) operated by the County of Los Angeles from approximately June of 2017 to June of 2020. While at the Hawkins Facility, Claimant performed work in the facilities’ six wards as a CNA and performed various duties, including working as a sitter. Claimant’s job duties as a sitter included watching individuals who were a danger to themselves, watching groups of patients, and ensuring patient safety, among other things. Claimant also worked in patient care, which involved providing meals to patients and taking readings of blood pressure and other vital signs.

From approximately June of 2020 to July 1, 2020, the Company placed Claimant to work as a CNA at the LAC+USC Medical Center operated by the County of Los Angeles. While at the LAC+USC Medical Center, Claimant had different positions, including but not limited to, sitter and patient care. On July 1, 2020, Claimant was terminated by the Company for her refusal to work on COVID-19 assignments at the LAC+USC Medical Center for health-related reasons. During Claimant’s work for the County of Los Angeles Health facilities (Hawkins Facility and LAC+USC), there were other non-exempt employees supplied by other nursing registries and/or staffing agencies (hereinafter “County-Placed Registries”) in addition to those provided by directly by the Company. Said individuals were subject to the same unlawful policies and practices when on placements at the County of Los Angeles Health facilities. As such, other non-exempt employees placed at a County of Los Angeles Health facility through County-Placed Registries also suffered the same violations of the Labor Code and IWC Wage Order as Claimant, and they are therefore “aggrieved employees” along with Claimant. Further, on information and belief, the Company and County-Placed Registries failed to take reasonable steps to ensure that the County of Los Angeles followed all applicable laws related to their obligations under the Labor Code and IWC Wage Order. In addition, on information and belief, the Company and County-Placed Registries knew or should have known that aggrieved employees were denied the protections of the Labor Code when aggrieved employees were placed at County of Los Angeles Health facilities.

Claimant alleges that the Company and County-Placed Registries denied Claimant and other aggrieved employees in California specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Specifically, the Company and County-Placed Registries failed to provide Claimant and other aggrieved employees with legally compliant meal and/or rest periods or pay them meal and/or rest period premiums; failed to timely pay all minimum, regular, and overtime wages for all hours worked; failed to pay reporting time pay; failed to timely pay all wages due and owing upon separation of employment; failed to reimburse for necessary business expenses; failed to issue accurate itemized wage statements; failed to maintain accurate records; and failed to permit inspection of time records upon request. Upon information and belief, all policies, practices, guidelines, and/or procedures of the Company and County-Placed Registries applicable to Claimant were also applicable to all other aggrieved employees.

Claimant asserts that the Company and County-Placed Registries did not provide Claimant and other aggrieved employees with 30-minute, off-duty meal periods commencing before the start of their sixth hour of work. For example, Claimant and aggrieved employees had to return to their assigned posts within 30-minutes or less of leaving their assigned post for a meal break. However, Claimant and other aggrieved employees were required to comply with extensive security protocols when leaving and re-entering the facilities for their meal periods. However, the Company and County-Place Registries did not allocate additional time or otherwise account for time spent undergoing these security procedures, and instead improperly shortened Claimant’s and other aggrieved employees’ meal periods. Moreover, Claimant and, on information and belief, other aggrieved employees often received meal periods after the end of their fifth hour of work. To comply with the strict patient supervision policies enforced at the health facilities, Claimant and other aggrieved employees could not leave patients alone at any time and thus had to wait for another nurse to relieve them for their meal periods. However, Claimant and other aggrieved employees were often not relieved on time for their meal periods. The Company thus failed to provide Claimant and other aggrieved employees an opportunity to take timely meal periods, in violation of California law. Further, the Company and County-Placed Registries maintain a policy and practice of automatically recording a thirty (30) minute meal period for Claimant and aggrieved employees regardless of whether said break is provided.

Claimant also alleges that the Company and County-Place Registries did not authorize and permit aggrieved employees to take legally compliant, off-duty 10-minute rest periods for every four (4) hours worked or major fraction thereof. Claimant contends that the Company’s and County-Placed Registries’ failure to provide legally compliant rest periods to aggrieved employees was largely due to insufficient coverage and/or the lack of an enforced schedule for rest periods at the various health facilities. For instance, Claimant was rarely, if at all, provided a rest period while assigned at both the Hawkins Facility and the LAC+USC Medical Center because there was no other nurse available to relieve her for her rest periods. Specifically, while at the LAC+USC Medical Center, Claimant never received a rest period during her shifts because the other nurses were always too busy to relieve her when she asked, thus forcing her to forgo her rest periods. While working at the Hawkins Facility, Claimant received an assignment during her shift that stated when her rest periods were to be provided, however, the assignment was rarely, if at all, enforced. In addition, the County of Los Angeles health care facilities maintain a policy stating that Claimant and aggrieved employees were only provided with one rest period per shift regardless of the length of the shift. Given that Claimant and other aggrieved employee frequently worked shifts of eight hours or longer,

Claimant and other aggrieved employees were denied rest period for every four (4) hours of work or major fraction thereof.

Claimant made several verbal complaints to the Company regarding her inability to take meal and/or rest periods due to the lack of coverage provided to her. Thus, the Company knew or should have known that Claimant and other aggrieved employees were not provided with the opportunity to take legally compliant meal periods and/or authorized or permitted all rest periods due. Despite this, the Company did not pay Claimant and, on information and belief, other aggrieved employees the additional one (1) hour of pay at the employee's regular rate of pay as required under Labor Code § 226.7 and IWC Wage Order No. 5-2001. On information and belief, other County-Placed Registries also knew or should have known that aggrieved employees were not provided with the opportunity to take legally compliant meal periods and/or authorized or permitted all rest periods due. Therefore, the Company and County-Placed Registries owe Claimant and, on information and belief, other aggrieved employees a meal and/or rest period premium for each workday that Claimant and other aggrieved employees were not provided with a compliant meal and/or rest period.

Claimant and, on information and belief, other aggrieved employees were also not paid all minimum, regular, and/or overtime wages for all time spent working because the Company and County-Place Registries failed to pay them for the time they spent undergoing security protocols in order to clock in and out for their shifts. For instance, while working at the Hawkins Facility, Claimant was required to show her badge to security and then unlock and double lock several sets of doors on the first and second floor of the building, prior to clocking in and out for every shift. Similarly, while assigned to work at the LAC+USC Medical Center, Claimant was required to go through security, walk to the fourth floor of the building, and wait in line to use the time clock machine in order to clock in and out. At both facilities, Claimant spent several minutes before clocking in and after clocking out in order to comply with these strict security procedures, but was not provided any compensation by the Company and County-Placed Registries for this time spent working while off-the-clock.

The Company and County-Place Registries also failed to pay Claimant and, on information and belief, other aggrieved employees for time spent working during their meal periods. The Company and County-Placed Registries improperly considered the time spent by Claimant and other aggrieved employees undergoing security procedures during their meal periods as non-compensable time and failed to provide any remuneration. The Company and, on information and belief, other County-Placed Registries automatically deducted thirty (30) minutes from Claimant's and aggrieved employees' hours worked regardless of whether or not they were actually free from all duties for a full thirty (30) minutes. As described above, Claimant and other aggrieved employees were frequently denied meal periods where they were relieved all duties for a period of at least thirty (30) minutes. Nevertheless, thirty (30) minutes was consistently deducted from Claimants' and aggrieved employees hours worked. The Company and, on information and belief, other County-Placed Registries knew or should have known that this auto-deduct policy and practice deprived Claimant and aggrieved employees of compensation for all hours worked, thereby depriving them of all minimum, regular, and overtime wages due.

Additionally, the Company and, on information and belief, County-Placed Registries paid Claimant and other aggrieved employees based on their scheduled shift hours, rather than the actual time worked by the employee. Claimant and, on information and belief, other aggrieved employees frequently worked in excess of eight (8) hours during the work day, but the Company and County-Placed Registries did not pay

them for any time exceeding their scheduled eight (8) hour shift. As a result of requiring aggrieved employees, including Claimant, to work off-the-clock and failing to compensate them based on their hours actually worked, the Company and County-Place Registries did not pay Claimant and other aggrieved employees all minimum, regular, and/or overtime wages for all time worked, including but not limited to, when Claimant and other aggrieved employees worked in excess of eight (8) hours in a work day and/or forty (40) hours in a workweek.

The Company and, on information and belief, County-Place Registries also required Claimant and, on information and belief, other aggrieved employees to report for work two hours prior to the start of every scheduled shift. Claimant and aggrieved employees were required to either call the Company and/or County-Place Registries and confirm whether or not they would be working that particular day. Upon calling the Company and County-Place Registries, Claimant and other aggrieved employees were sometimes instructed not to report for their scheduled shift, yet they were not paid for at least half of the scheduled day's work at their regular rate of pay. Thus, the Company and County-Placed Registries failed to pay Claimant and other aggrieved employees reporting time pay in violation of California law. Moreover, Claimant and, on information and belief, other aggrieved employees did not receive any compensation for the time they spent making daily phone calls to the Company and County-Place Registries. Accordingly, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages for all hours worked.

Furthermore, the Company and County-Place Registries failed to timely pay Claimant and other aggrieved employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all hours worked, reporting time pay, and meal and/or rest period premium wages, as required pursuant to Labor Code §§ 201, 202 and 204, due to the aforementioned Labor Code violations. Claimant further contends that she and other former aggrieved employees have not been paid any waiting time penalties as provided under Labor Code § 203.

The Company and County-Place Registries also failed to reimburse Claimant and, on information and belief, other aggrieved employees for all necessary business expenses that were incurred in the discharge of their job duties. For instance, Claimant and other aggrieved employees were required to use their personal cell phones to call the Company and/or County-Placed Registries two hours prior to starting their scheduled shift and confirm whether they were working that day. Despite mandating aggrieved employees, including Claimant, to use their personal cell in the discharge of their work duties, the Company and County-Placed Registries did not have a policy, practice, procedure and/or guideline of reimbursing aggrieved employees. Claimant and other aggrieved employees did not receive any reimbursement for the use of their personal cell phones as required by California law.

Additionally, the wage statements issued by the Company and County-Placed Registries to aggrieved employees, including Claimant, did not include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required under Labor Code § 226.

As a direct result of the Company's and County-Placed Registries' illegal policies, practices, procedures, and/or guidelines, as described herein, the Company and County-Placed Registries also failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' actual time worked and actual

wages earned and paid, among other things, in violation of California law. Furthermore, Claimant requested to inspect her time records as enumerated under the “Records” section of IWC Wage Order No. 5-2001, but the Company failed to provide Claimant with access to her time records.

In addition, Claimant through her legal representative, demanded that the Company permit her to inspect her personal “[t]ime records showing when the [she] begins and ends each work period.” However, the Company, through its legal representative denied Claimant the ability to inspect said records. The Company, therefore, failed to make Claimant’s time records available upon reasonable request in direct violation of the IWC Wage Orders. As result of the Company’s failure to provide Claimant access to her time records, she has injured in that she is unable to identify her hours recorded hours worked, has been denied access to records to which the Company is obligated to provide under the law, and she denied access to evidence related to the violations as alleged in this letter.

Due to the foregoing Labor Code violations, the Company and County-Placed Registries denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company and County-Placed Registries on behalf of herself and all other current or former non-exempt employees of the Company and County-Placed Registries, including those who performed work at a Los Angeles County health facility in California during the relevant statutory period.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL AND/OR REST PERIODS
OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, and 512, and the “Meal Periods” and
“Rest Periods” sections of IWC Wage Order No. 5-2001)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code § 512(a) states,

“[a]n 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” and “[a]n 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.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 states,

“[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 further provides,

“[a]n employer may not employ an employee for a work period of more than ten (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 employer and employee only if the first meal period was not waived.”

Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Meal Periods” section of IWC Wage Order No. 5-2001 also states,

“[u]nless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

The “Rest Periods” section of IWC Wage Order No. 5-2001 states,

“[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.

As set forth herein, the Company and County-Place Registries failed to provide Claimant and, on information and belief, other aggrieved employees with the opportunity to take off-duty meal periods of at

least 30-minutes before the start of their sixth hour of work and/or did not authorize and permit Claimant and other aggrieved employees to take legally compliant rest periods, as required by California law. Despite not receiving legally compliant meal and/or rest periods, Claimant and, on information and belief, other aggrieved employees were not paid one-hour of premium wages for each day a meal and/or rest period was not provided. Accordingly, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a meal period was not provided and/or a rest period was not authorized and permitted. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 5-2001)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

Labor Code § 1198 states, "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code § 510 states,

"[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

The "Hours and Days of Work" and "Minimum Wages" sections of IWC Wage Order No. 5-2001 mandate the same requirements as Labor Code § 510.

Labor Code § 204(a) states in pertinent part, "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Furthermore, Labor Code § 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." The "Minimum Wages" section of IWC Wage Order No. 5-2001 also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code § 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for subsequent violation.

Labor Code § 1197.1 provides that,

“[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...”

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

Labor Code § 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

As set forth above, the Company and County-Placed Registries had a policy and/or practice of compensating Claimant and, on information belief, other aggrieved employees a predetermined amount based on their scheduled shift, rather than the hours they actually worked. As a result, Claimant and other aggrieved employees were not paid overtime wages for shifts in excess of their scheduled eight hours. Moreover, the Company and County-Placed Registries required Claimant and other aggrieved employees to work off-the-clock when reporting to shifts, prior to clocking in and after clocking out, and during meal periods without any compensation. The Company thus failed to timely pay Claimant and, on information and belief, other aggrieved employees all minimum, regular, and/or overtime wages for all hours worked, as required by law. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY REPORTING TIME PAY

(Labor Code §§ 1194, 1198, 1199, and the “Reporting Time Pay” section of IWC Wage Order No. 5-2001)

The “Reporting Time Pay” section of IWC Wage Order No. 5-2001 states,

“[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

Labor Code § 1199 makes it unlawful for any employer “or other person acting either individually or as an officer, agent, or employee of another person” to require or cause “any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission,” pay or cause “to be paid to any employee a wage less than the minimum fixed by an order of the commission” or violate or refuse or neglect “to comply with any provision of this chapter or any order or ruling of the commission.”

As set forth above, the Company and County-Placed Registries failed to pay Claimant and, on information and belief, other aggrieved employees the required amount of reporting time pay for the time they were required to be on-call and await instruction on whether or not to report to work, as required by California law. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code §§ 201-204, 210 and the “Minimum Wages” section of IWC Wage Order No. 5-2001)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202 provides,

“[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code § 203(a) further provides,

“[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Labor Code § 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code § 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

The “Minimum Wages” section of IWC Wage Order No. 5-2001 also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 210 mandates that, “... every person who fails to pay the wages of an employee as provided in Sections 201.3...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company and County-Placed Registries violated these Labor Code sections by not timely paying to Claimant and, on information and belief, other aggrieved employees all minimum, regular, and/or overtime wages for all time worked and/or meal and rest period premium wages within the required time during and upon separation of their employment. As a result of the Company’s and County-Placed Registries’ failure to comply with the aforementioned Labor Code provisions, the Company owes waiting time penalties to Claimant and other former aggrieved employees. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other current or former aggrieved employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that she receives interest on the applicable amount.

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

As set forth above, the Company and County-Placed Registries’ required Claimant and, on information and belief, other aggrieved employees to use their personal cell phones in the discharge of their work duties without reimbursement, in violation of California law. Claimant will pursue all available remedies for the Company’s and County-Placed Registries’ violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226 and 226.3, and the “Records” section of IWC Wage Order No. 5-2001)

Labor Code § 226(a) states, in pertinent part, that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: “(1) gross wages earned, (2) total hours worked by the employee, ..., (5) net wages earned, ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

Labor Code § 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney's fees. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

As set forth above, the Company and County-Placed Registries' failed to provide Claimant and, on information and belief, other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226, 1174 and 1174.5, and the "Records" section of IWC Wage Order No. 5-2001)

Labor Code § 1174 states, "[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments." See also Labor Code § 226(a).

The "Records" section of IWC Wage Order No. 5-2001 states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay. The "Records" section further states that "[a]n employee's records shall be available for inspection by the employee upon reasonable request."

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides,

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

As set forth above, the Company and County-Placed Registries violated these requirements by failing to accurately record employee hours actually worked including, but not limited to, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages earned and paid, among other things. Further, upon Claimant's reasonable request to review her records, the Company has not permitted Claimant to do so, particularly with regard to the "time records showing when the employee begins and ends each work period," which are specifically required to be kept under the Records section of the IWC Wage Order. Claimant will pursue all available remedies for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code §§ 210, 226.3, 226(f), 558, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5 and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25 % of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

For violations of Labor Code § 226(c), Labor Code § 226(f) permits the current or former employee, or the Labor Commissioner, to recover a \$750 penalty from the employer.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid."

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to §

1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Company and County-Placed Registries violated the Labor Code and IWC Wage Order 5-2001 by failing to timely pay Claimant and other aggrieved employees all regular, minimum, and/or overtime wages, reporting time pay, reimbursements for necessary business expenditures, and/or meal and rest period premium wages, as required under the Labor Code and the applicable sections of IWC Wage Order 5-2001. As a result, the Company and County-Placed Registries are liable for civil penalties under the Labor Code and Claimant will pursue all available remedies, including but not limited to those stated herein, for the Company's and County-Placed Registries' violations on behalf of herself and other aggrieved employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, 1198.5, 2802, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Under Labor Code § 2699(g)(1) an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorneys' fees and costs. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur such costs as a result of the Company's and County-Placed Registries' unlawful actions. Claimant will pursue all available remedies, including but not limited to those provided by the PAGA, on behalf of herself and other aggrieved employees to the extent permitted by law for the violations of law described herein and those later discovered.

CONCLUSION

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, Claimant becomes aware of additional claims, additional compensation owed, and/or other violations to her or any other aggrieved employee of

the Company and County-Placed Registries, she reserves the right to revise these facts and/or add any new claims by amending this claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive style with a large, looping 'N' and a distinct 'R'.

Nathan Reese

NR/MV

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN DIEGO		ELECTRONICALLY FILED Superior Court of California, County of San Diego 6/10/2026 4:41:22 PM Clerk of the Superior Court By M. Sepulveda ,Deputy Clerk
TITLE OF CASE (ABBREVIATED): <i>Associated Health Wage and Hour Cases</i>		
ATTORNEY(S) NAME AND ADDRESS: Nathan J. Reese, Esq. (SBN 283150) Samara A. Bahu, Esq. (SBN 351440) ARCH Legal, P.C. 3555 Fifth Avenue, Suite 200 San Diego, California 92103	TELEPHONE 619.692.0800 FACSIMILE 619.692.0822	
ATTORNEYS FOR: Plaintiffs Lisa Napper and Queensly Asemota	HEARING: DATE-TIME-DEPT June 5, 2026; 8:30 a.m.; Dept. C-74	CASE NUMBER JCCP5219 37-2019-00035374-CU-OE-NC 21STCV09332 CIVSB2210910 CIVSB2223523

PROOF OF SERVICE

I, Carrie Rogers, declare: that I am, and was at the time of service of the papers herein referred to, over the age of 18 years, and not a party to the action; and I am employed in the County of San Diego, California, within which county the subject service occurred. My business address is 3555 Fifth Avenue Suite 200, San Diego, California 92103. On June 10, 2026, I served the following document(s):

- **PLAINTIFFS NAPPER, ASEMOTA, SANCHEZ AND GUILLORY'S SECOND AMENDED CLASS ACTION COMPLAINT.**

Upon:

AEGIS LAW FIRM, PC Kashif Haque khague@aegislawfirm.com Samuel A. Wong swong@aegislawfirm.com Jessica L. Campbell jcampbell@aegislawfirm.com Joseph M. Szilagyi jszilagy@aegislawfirm.com 9811 Irvine Center Drive, Suite 100 Irvine, CA 92618-2902 Telephone: (949) 379-6250 Facsimile: (949) 379-6251 <i>Attorneys for Plaintiff Liliana Sanchez</i> LAVI & EBRAHIMIAN, LLP Joseph Lavi jlavi@lelawfirm.com Eric Tims etims@lelawfirm.com Jamie Clark jclark@lelawfirm.com 8889 W. Olympic Boulevard, Suite 200 Beverly Hills, CA 90211 Telephone: (310) 432-0000 Facsimile: (310) 432-0001 <i>Attorneys for Plaintiff Brittani Guillory</i>	OGLETREE DEAKINS NASH SMOAK & STEWART, P.C. Tracie Childs Tracie.childs@ogletree.com Andrew J. Deddeh Andrew.deddeh@ogletree.com Thomas M. McInernery tmm@ogletree.com 4660 La Jolla Village Dr., Suite 900 San Diego, CA 92122 Tel.: 858.652.3100 Fax: 714.652.31018 Kristin.menchaca@ogletreedeakins.com <i>Attorneys for Defendant Associated Health Professionals, Inc.</i>
---	---

PROOF OF SERVICE

☒ **(BY ELECTRONIC TRANSMISSION)** Pursuant to Amended Code of Civil Procedure section 1010.6(1)-(2), enacts the e-service provisions of California's COVID-related Emergency Rule 12. I caused the document(s) to be sent to the respective e-mail address(es) of the party(ies) as stated above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 10, 2026.



Carrie Rogers