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Assigned for all purposes to
Judge Jeffrey B. Jones
including trial**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

PARMINDER SINGH,

Plaintiff,

vs.

RX STAFFING SOLUTIONS, INC.;
DARRYL STEVEN MOORE; and DOES 1
to 25, inclusive,

Defendants.

) CASE NO.: ECU001812

) **COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS;**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff, PARMINDER SINGH (hereinafter "Plaintiff"), and alleges
2 as follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of Los Angeles in this judicial district because Defendants RX STAFFING
6 SOLUTIONS, INC.; DARRYL STEVEN MOORE and DOES 1 to 25, inclusive, (hereinafter
7 collectively known as "RX STAFFING" or "Defendant(s)"), do business in the County of
8 Imperial and because Defendants' obligations and liabilities arise therein, and because the
9 work that was performed by Plaintiff in the County of Imperial is the subject of this action.
10 Moreover, Plaintiff's damages sought herein exceed \$25,000.

11 2. Plaintiff is a male resident of the State of California.

12 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
13 RX STAFFING SOLUTIONS, INC. is and was a California corporation, doing business in
14 Imperial County, California, and which employed Plaintiff as a Registered Nurse.

15 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
16 DARRYL STEVEN MOORE ("MOORE") is a male resident of the State of California and the
17 owner, managing agent of RX STAFFING SOLUTIONS, INC. MOORE is being included in
18 this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and
19 working conditions of Plaintiff and other hourly, non-exempt employees.

20 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
21 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
22 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
23 defendants, numbers 1 to 25, reside in the State of California and are in some manner
24 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
25 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
26 and capacities of these fictitiously named defendants.
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1 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
2 that information and belief, alleges that at all times herein mentioned, each of the remaining
3 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
4 under the authority of their agency, employment, or representative capacity, with the consent
5 of his/her codefendants.

6 **GENERAL ALLEGATIONS**

7 7. Plaintiff started working for RX STAFFING at some point in 2020. Plaintiff's
8 employment at RX STAFFING ended on or around July 15, 2020.

9 8. Plaintiff was working as a Registered Nurse for RX STAFFING at Calipatria State
10 Prison and was classified as an hourly, non-exempt employee. Plaintiff generally worked
11 approximately 5 days per week.

12 9. It is Plaintiff's position that RX STAFFING has violated numerous Labor Code
13 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
14 non-exempt, hourly employees who worked for RX STAFFING in the State of California
15 during the relevant PAGA period.

16 10. RX STAFFING violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed
17 to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including
18 the statutory minimum wage for all hours worked and for "off the clock" work. This is so because
19 Plaintiff and others working at the Calipatria State Prison facility had to go through several
20 rounds of security before finally being able to clock in. In fact, when Plaintiff would get to the
21 prison grounds, there was an initial security checkpoint stop wherein Plaintiff's temperature
22 would get taken and Plaintiff would be asked about potential covid-19 symptoms. After being
23 cleared and parking, Plaintiff has to walk through several buildings wherein police officers are
24 checking identification and requiring Plaintiff to sign in at several different places. Thereafter,
25 Plaintiff has to wait for an individual on a watchtower to open fences and from there Plaintiff
26 goes into the Health Administration building and again has to sign in at several different places.
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1 Plaintiff then finally clocks in. The entire process of clearing security and signing in takes about
2 15 to 20 minutes on a daily basis wherein Plaintiff is under the control of his employer, but not
3 getting paid for that time. The latter is in contravention of California law and is a minimum wage
4 violation. RX STAFFING was unequivocally aware of this “off the clock” time and knew or
5 should have known that Plaintiff and others were to be compensated for this time. There is also
6 an issue with rounding as employee hours are rounded down and to the detriment of the
7 employees, which results in the employees being paid for less hours than they actually worked,
8 resulting in yet another minimum wage violation.

9 11. Due to the above “off the clock” violations, RX STAFFING also violated Labor Code
10 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
11 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
12 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours
13 entitled them to overtime compensation, however, RX STAFFING did not compensate its
14 hourly, non-exempt employees with the correct amount of overtime.

15 12. RX STAFFING also violated Labor Code § 226.7 and the appropriate Industrial Welfare
16 Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated
17 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
18 portion thereof, throughout their employment. RX STAFFING did not completely relieve
19 Plaintiff and others of all duty during said rest periods. RX STAFFING did not pay to Plaintiff
20 and others one additional hour of pay at Plaintiff’s regular rate of compensation for each workday
21 that one or more statutory rest periods was not provided. It was not part of the company policy
22 for employees such as Plaintiff to take rest breaks. The concept of rest breaks was never
23 discussed with employees nor was it ever implemented as it was not company policy. Moreover,
24 it would not have been possible for employees such as Plaintiff to take such rest breaks due to a
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26 major understaffing problem at RX STAFFING with the nurses and other medical professionals.
27 As such, the culture at RX STAFFING did not lend itself to the employees receiving statutory
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1 rest breaks wherein they were relieved of all work duties. The environment at RX STAFFING
2 was not conducive to receiving statutory rest breaks under California law and timely, statutory
3 rest breaks were not authorized or enforced.

4 13. RX STAFFING violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
5 Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees,
6 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
7 (5) hours of work throughout their employment. RX STAFFING did not completely relieve
8 Plaintiff and other employees of all duty during said meal periods. RX STAFFING did not pay
9 to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate
10 of compensation for each workday that one or more statutory meal periods was not provided.
11 The hourly, non-exempt employees would often not be able to receive their meal periods before
12 the 5th hour worked due to understaffing and the nature of their work. Like the rest breaks,
13 receiving a thirty-minute uninterrupted and timely meal break was not part of the company
14 culture and was not enforced by RX STAFFING. Furthermore, any argument by RX STAFFING
15 that the employees signed an “On Duty Meal Period Agreement” would not hold water since the
16 nature of their job did not prevent them from being relieved of all work duties. In other words,
17 RX STAFFING could have hired additional nurses to act as “breakers” to allow employees such
18 as Plaintiff to receive uninterrupted statutory meal periods. Consequently, it was the normal
19 practice and custom of RX STAFFING not to authorize, permit, and enforce timely statutory
20 meal periods.

21 14. Furthermore, during the relevant time period and based on the above, RX STAFFING
22 failed to pay Plaintiff and others all wages due to them within any time period specified by
23 California Labor Code section 204.

24 15. RX STAFFING was also in violation of California Labor Code section 226(a), by failing
25 to include pertinent information on the wage statements, including but not limited to, the full and
26 correct name of the legal employer along with the employer’s correct legal address, all hours
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1 worked (including “off the clock” hours and overtime), all applicable hourly rates in effect, the
2 correct identifying information for each employee, gross wages earned, net wages earned,
3 premium pay for the missed meal and rest breaks, the correct start and end of the pay period, and
4 all deductions, among others. As such, RX STAFFING did not provide Plaintiff and other
5 similarly situated aggrieved employees with complete, accurate itemized wage statements.

6 16. During the relevant time period, RX STAFFING also failed to keep accurate and
7 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
8 and others pursuant to California Labor Code sections 1174(d).

9 17. RX STAFFING also violated Labor Code § 203 because it willfully failed to pay Plaintiff
10 and other similarly situated aggrieved employees earned and due wages upon separation of
11 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
12 These earned but unpaid wages include compensation for all hours worked, including minimum
13 wages, overtime compensation, and premium pay for missed meal and rest breaks.

14 18. Moreover, RX STAFFING failed to provide sick pay pursuant to Labor Code section 246
15 and also failed to provide Worker’s Compensation coverage for Plaintiff and other aggrieved
16 employees in violation of Labor Code Section 3700.5.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

19 **(California Industrial Welfare Commission Order 4-2001, California Code of**
20 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

24 20. At all times relevant herein, Defendants were required to compensate its employees for
25 all hours worked upon reporting for work at the appointed time stated by the employer
26 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
27 Title 8, Section 11040.
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1 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
2 Plaintiff for all hours worked.

3 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
4 compensation for all hours worked but not paid by Defendants for the three (3) years
5 preceding the filing of this Complaint.

6 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
8 this Court.

9 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.

13 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
15 amount known to Plaintiff once he has obtained all of his payroll records from
16 Defendants.

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18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

24 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission
27 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
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1 8, Section 11050, subdivision 4.

2 28. Pursuant to IWC Wage Order no. 4-2001 subdivision 2(K), at all relevant times, “hours
3 worked” included “the time during which an employee is subject to the control of an employer,
4 and includes all the time the employee is suffered or permitted to work, whether or not required
5 to do so...”

6 29. During his employment, Plaintiff was regularly required as a matter of uniform
7 policy and practice to work, and in fact worked, as employee of DEFENDANTS and
8 Plaintiff was paid less than the minimum wage rate by DEFENDANTS for hours worked
9 in violation of California Labor Code Section 1197 and the applicable California
10 Industrial Wage Commission wage order(s).

11 30. Plaintiff was, at all relevant times, under the control of DEFENDANTS and suffered
12 or permitted to work by Defendants.

13 31. Defendants’ acts or omissions in failing to adequately compensate Plaintiff were not in
14 good faith nor were there reasonable grounds for DEFENDANTS to believe that their acts or
15 omissions were not contrary to California law.

16 32. For all hours worked by Plaintiff for which he was paid less than minimum wage,
17 Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant
18 to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum
19 wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to
20 attorney’s fees, costs and interests according to proof.

21 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney’s fees, and costs according to
23 proof at trial.

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26 **THIRD CAUSE OF ACTION**

27 **FAILURE TO PAY OVERTIME**

28 **(California Industrial Welfare Commission Order 4-2001, California Code of**

Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)

(Plaintiff against all named defendants and all DOE defendants)

34. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

35. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

36. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040.

37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

38. Plaintiff worked more than twelve (12) hours in a single workday.

39. Plaintiff was entitled to the above overtime premiums.

40. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past eight (8) in a day.

41. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past forty (40) in a week.

42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12) in a day.

1 43. Plaintiff worked at least one pay period in which he was not properly paid the correct
2 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

3 44. Defendants know or should know the actual dates of overtime worked, the amount of
4 overtime worked, and the amount of unpaid overtime due.

5 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
6 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
7 Court.

8 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
9 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
10 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
11 reasonable attorney's fees and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(California Labor Code Section 226)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

18 48. Pursuant to California Labor Code Section 226, every employer must furnish each
19 employee an itemized statement of wages and deductions at the time of payment of wages.

20 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
21 accurately reflected all information required by Labor Code Section 226, including but not
22 limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay
23 for missed meal and rest breaks, total hours worked by the employee, and all deductions.
24 Therefore, Defendants failed to maintain and provide accurate itemized wage
25 statements to Plaintiff in accordance with California Labor Code Section 226(a).

26 50. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
27 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
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1 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
2 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
3 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
4 the 3-year period immediately preceding the date this lawsuit was filed.

5 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
6 sustained damages, including loss of earnings, in an amount to be established at trial. As a
7 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
9 and attorney's fees pursuant to statute.

10 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

15 **(California Labor Code Section 204)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

19 54. California Labor Code Section 204 establishes the fundamental right of all employees
20 in the State of California to be paid wages in a timely fashion for their work.

21 55. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
22 full amount of all owed wages when due as required by California Labor Code Section 204.

23 56. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
24 informed, believes, and thereon alleges, that all times relevant during the liability period,
25 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
26 including the minimum wage and the correct amount of overtime as well as premium pay
27 for missed meal and rest breaks, and business expense reimbursement.
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1 57. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
2 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
3 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
4 from Defendants' records or indirectly based on information from Defendants' records.

5 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(Plaintiff against all named Defendants and all DOE defendants)**

11 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

13 60. Pursuant to California Labor Code Section 201(a), an employer who discharges an
14 employee must immediately pay for all compensation due and owing.

15 61. Pursuant to California Labor Code Section 202, when an employee resigns, the
16 employer must pay all compensation due and owing within 72 hours of resignation, or on the
17 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

18 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
19 without abatement or reduction, any wages of an employee whose employment ends, the wages
20 of the employee shall continue as a penalty from the due date at the same rate until paid or until
21 an action is commenced; however, the wages shall not continue for more than 30 days for
22 failure to pay an employee owed wages.

23 63. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
24 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

25 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
3 preceding the filing of this lawsuit.

4 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
5 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
6 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

7 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.
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11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE SECTION 558**
13 **(California Labor Code Section 558)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

17 68. California Labor Code Section 558 states that any person acting on behalf of an
18 employer who violates, or causes to be violated, a section of this chapter or any provision
19 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
20 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
23 hundred dollars (\$100) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
25 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
26 filed.
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28 69. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,

1 Defendants are subject to civil penalties under the following laws:

- 2 a. California Labor Code Section 558. Defendants failed to pay Plaintiff the minimum
3 wage for all hours worked, failed to pay Plaintiff for all hours worked, and failed to
4 pay Plaintiff the correct amount of overtime. As such, Defendants violated Section
5 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
6 for the first pay period and \$100.00 for each subsequent violation for each pay
7 period for which Plaintiff was underpaid in addition to an amount sufficient to
8 recover underpaid wages.
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10 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
11 relief associated with Plaintiff's prosecution of this cause of action under California
12 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
13 paying Plaintiff the minimum wage for all hours worked, not paying Plaintiff the
14 correct amount of overtime compensation, and not paying Plaintiff for all hours
15 worked.
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17 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
18 fees for relief associated with Plaintiff's prosecution of this cause of action under
19 California Labor Code Sections 200, et seq.
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21 70. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
22 the statutes, regulations, and wage orders alleged in this cause of action along with any
23 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

24 71. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
25 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

26 **EIGHTH CAUSE OF ACTION**

27 **FAILURE TO MAINTAIN ACCURATE RECORDS**

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

72. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

73. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

74. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

75. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's applicable rates of pay, and total wages earned for the payroll period.

76. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to record and maintain accurate time records.

77. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

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NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

1 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

3 79. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. Title 8 of the California Code of Regulations Sections 11040, which provides that
5 every employer shall authorize and permit all employees to take rest periods, which
6 insofar as practicable shall be in the middle of each work period. The authorized
7 rest period time shall be based on the total hours worked daily at the rate of ten (10)
8 minutes net rest time per four (4) hours or major fraction thereof;
- 9 b. Title 8 of the California Code of Regulations Sections 11040 (12)(B), which
10 provides that if an employer fails to provide an employee a rest period in
11 accordance with the applicable provisions of this order, the employer shall pay the
12 employee one (1) hour of pay at employee's regular rate of compensation for each
13 workday that the rest period is not provided;
- 14 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
15 penalizes the employer \$50.00 for each initial violation, per employee, of any
16 provision of the Wage Order, and \$100.00 for each additional violation thereafter
17 per employee; and
- 18 d. California Labor Code section 226.7, which states that (a) no employer shall require
19 any employee to work during any rest period mandated by an applicable order of
20 the Industrial Welfare Commission, and (b) if an employer fails to provide an
21 employee a rest period in accordance with an applicable order of the Industrial
22 Welfare Commission, the employer shall pay the employee one (1) additional hour
23 of pay at employee's regular rate of compensation for each work day that the rest
24 period is not provided.
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1 80. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
2 break after every four (4) hours of work or major fraction thereof, as required by California
3 law.

4 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
5 regulations, and wage orders alleged in this cause of action along with any allowable interest,
6 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
7 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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9 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
10 fees as well as interest under Labor Code section 218.6.

11 83. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **TENTH CAUSE OF ACTION**

15 **FAILURE TO GIVE MEAL BREAKS**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.
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20 85. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 21 a. California Labor Code section 512(a), which requires that employees be given a 30-
22 minute uninterrupted meal break after five (5) hours of work, and a second
23 uninterrupted meal break after ten (10) hours of work;
24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
27 employee a meal period in accordance with an applicable order of the Industrial
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Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided;

- c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11040, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage 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;
- d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040, which requires an employer to maintain records documenting its employees’ meal periods;
- e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as codified under California Code of Regulations Section 11040 , which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as enforceable law.

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86. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law.

1 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
2 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
3 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
4 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
5 duty. California Labor Code section 226.7 provides that employers may not require their
6 employees to work through their meal periods. California Labor Code section 226.7 and
7 California Code of Regulations section 11040 requires that if the employer fails to provide the
8 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
9 of pay for each work day that the meal period is not given.
10

11 87. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

15 88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
16 fees as well as interest under Labor Code section 218.6.

17 89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **ELEVENTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **Individual and Representative Claim for PAGA penalties under California Labor Code**
23 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 232, 246, 510, 512, 558, 1174,**
1174.5, 1194, 1197, 1198, 3700.5)

24 **(Against All Named Defendants and all DOE Defendants)**

25 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

27 91. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
28

1 Defendants of the specific violations of the California Labor Code that Defendants
2 and DOE defendants have violated and continue to violate.

3 92. Pursuant to California Labor code section 2699.3, no response was received from the
4 LWDA within 65 days of the postmark date of the above-alleged letter.

5 93. Plaintiff therefore has exhausted all administrative remedies required of him under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

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

15 95. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
16 violator and had one or more of the alleged violations committed against him, and therefore is
17 properly suited to represent the interests of other current and former hourly, non-exempt
18 employees who worked for RX STAFFING in the State of California during the PAGA period.

19 96. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
20 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
21 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

22 97. Plaintiff therefore has exhausted all administrative remedies required of him under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 98. California Labor Code section 2699 et seq. imposes penalties upon culpable
27 Defendants for violating the Labor Code.
28

1 99. California Labor Code section 558 establishes a civil penalty as follows: Any
2 employer or other person action on behalf of an employer who violates, or causes to be
3 violated, a section of this chapter or any provision regulating hours and days of work in any
4 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
5 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
8 employee for each pay period for which the employee was underpaid ...;

9 100. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
10 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
11 seeking individual/victim specific relief or underpaid wages under this particular cause of
12 action.

13 101. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
14 the following:

15 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
16 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 3700.5 via
17 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated based
18 on the facts alleged in this Complaint.

19 102. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
20 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
21 employees as alleged herein in an amount to be shown according to proof at trial and within the
22 jurisdictional limits of this Court.

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24 ///

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26 **TWELFTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
28

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

103. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

104. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

105. Defendants' violations of California labor laws constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other aggrieved employees.

106. For the four years preceding the filing of this action, Plaintiff has suffered damages and requests damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

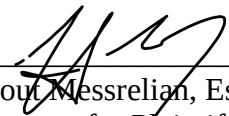
1. For damages to Plaintiff in an amount subject to proof at trial;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at trial;
5. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
6. For special and consequential damages to the extent allowed by law;
7. For maximum civil penalties available under the Labor Code and applicable Wage

Order against Defendants as described more particularly in the Complaint and representative PAGA claims;

8. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For the imposition of civil penalties and/or statutory penalties;
12. For all interest as allowed by law;
13. For all costs and disbursements incurred in this suit;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
15. For such other and further relief as this Court may deem proper.

DATED: March 16, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Parminder Singh

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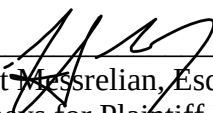
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: March 16, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Parminder Singh