

David Mara, Esq. (230498)
Jill Vecchi, Esq. (299333)
Taylor Getman, Esq. (328954)
MARA LAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
02/08/2023 at 11:41:56 AM
Clerk of the Superior Court
By Brenda Ramirez, Deputy Clerk

Attorneys for ROYA NOORI, on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

ROYA NOORI on behalf of herself, all
others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and
DOES 1-100,

Defendants.

Case No. 37-2023-00005665-CU-OE-CTL

**PLAINTIFF ROYA NOORI'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay All Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment;**
- 7. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and**
- 8. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties (Cal. Lab. Code § 2698, et. seq.).**

DEMAND FOR JURY TRIAL

1 Plaintiff ROYA NOORI (hereinafter referred to as “Plaintiff”), on behalf herself and all other
2 non-exempt, hourly employees who worked in California (hereinafter referred to as the “Aggrieved
3 Employees”), files this Complaint against Defendant VISTA COMMUNITY CLINIC (hereinafter
4 referred to as “VISTA”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against VISTA and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
9 bring a lawsuit on behalf of herself and other current and former employees to address an
10 employer’s violations of the *California Labor Code*.

11 2. VISTA operates healthcare clinics.

12 3. VISTA is a California corporation and operates out of locations in California.

13 4. VISTA employs hourly, non-exempt employees to work at its locations.

14 5. VISTA has maintained uniform policies that violate the wage and hour rights of Plaintiff and
15 similarly situated non-exempt employees in the manner complained of herein.

16 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of VISTA
17 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
18 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
19 break; were not provided accurate itemized wage statements; were not paid compensation for
20 all time worked at the straight or overtime rate; were not paid waiting time penalties; were not
21 provided with sick pay in compliance with California law; were not provided with written
22 notices setting forth the amount of sick leave available, and were not provided reimbursement
23 for business expenses. Plaintiff seeks penalties on behalf of herself and all other Aggrieved
24 Employees of Defendant and/or DOES as provided herein. This Complaint also seeks
25 attorneys’ fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

26 7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified
27 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.

28 Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid

1 compensation for all time worked at the regular or overtime rate; provided meal periods;
2 authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided
3 meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or
4 permitted; paid penalties for not being provided itemized wage statements; paid penalties for
5 not being paid timely at the time of termination; provided with sick pay in compliance with
6 California law; and reimbursed for business expenses.

- 7 8. At all times mentioned herein, VISTA and/or DOES control the working conditions of Plaintiff
8 and the Aggrieved Employees including, but not limited to, having the authority to hire and
9 fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved
10 Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to
11 work. In addition, VISTA and/or DOES develop, wrote, dictated, approved and/or authorized
12 wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored
13 under. These policies and/or practices included, but were not limited to, policies and/or
14 practices regarding straight-time, overtime, meal periods, rest periods, wage statements, timing
15 of payment, paying compensation at the time of termination, sick pay/paid time off, and
16 reimbursement of business expenses. Further, VISTA and/or DOES have the ability to prevent
17 Plaintiff and the Aggrieved Employees from working.

18 **II. JURISDICTION AND VENUE**

- 19 9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
20 employed by VISTA and/or DOES in California. Plaintiff, and each of the Aggrieved
21 Employees, were employees of VISTA and/or DOES, and/or its operating divisions and
22 subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees
23 were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent
24 Notice to the State of California Labor and Workforce Development Agency (LWDA).
- 25 10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
26 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and
27 commit *California Labor Code* violations within San Diego County and California. Each
28 Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes.

1 The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved
2 employees situated within the State of California and within San Diego County. VISTA and/or
3 DOES employ numerous aggrieved employees in California and/or San Diego County.

4 11. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of VISTA and/or
5 DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will
6 and does seek to recover any and all penalties for each and every violation shown to exist or
7 to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA
8 of her intent to bring this action, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA, with at least seventy-five (75) percent of the
11 penalties recovered being reimbursed to the State of California and the LWDA.

12 12. There is no federal question at issue as the issues herein are based solely upon California
13 statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil
14 Procedure, and Civil Code.

15 13. The California Superior Court also has jurisdiction in this matter because the penalties sought
16 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
17 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
18 have an agent or agents, have their principal place of business in, and/or otherwise are found
19 within the County of San Diego, California.

20 **III. THE PARTIES**

21 **A. Plaintiffs**

22 14. Throughout the Statutory Period, Plaintiff ROYA NOORI is and was a resident of California.
23 During the Statutory Period, Plaintiff ROYA NOORI was employed in a non-exempt capacity
24 by Defendant VISTA and/or DOES in California as a medical assistant, pharmacy technician,
25 and phlebotomist and performed work in San Diego County. Plaintiff ROYA NOORI ended
26 her employment with Defendant VISTA and/or DOES on or about May 1, 2022.

27 15. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
28 VISTA and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-

1 exempt, hourly capacity.

2 16. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was
3 sent to the LWDA and VISTA on November 14, 2022. This notice demonstrates that Plaintiff
4 is an aggrieved employee and has standing to bring a representative action on behalf of the
5 LWDA and as a private attorney general. The violations alleged in this notice also form the
6 basis for the allegations herein. No notice of cure by Defendant VISTA and/or DOES was
7 provided and no notice of investigation was received from the LWDA in the statutorily
8 proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly,
9 Plaintiff files this action as a “Representative Action” as authorized by *California Labor Code*
10 section 2699.3(a)(2)(C).

11 **B. Defendants**

12 17. VISTA operates healthcare clinics.

13 18. VISTA has a strong foothold in California, including the County of San Diego.

14 19. VISTA is a California corporation and operates out of locations in California.

15 20. VISTA employs hourly, non-exempt employees to work at its locations.

16 21. VISTA employed Plaintiff and similarly situated hourly non-exempt employees to work at its
17 locations in California.

18 22. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in
19 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
20 information and belief alleges that said Defendants are now, and/or at all times mentioned in
21 this Complaint were doing business in the State of California and/or throughout the United
22 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
23 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
24 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

25 23. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
26 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
27 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized

the acts of each of the remaining Defendants.

24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

25. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by VISTA and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees of VISTA and/or DOES within the State of California.

26. At all times mentioned herein, VISTA and/or DOES fail to pay Plaintiff and the Aggrieved Employees all straight time and overtime wages owed. For example, VISTA and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited to: the time it takes them to turn on and boot up their computers before clocking in; the time when Ms. Noori and the Aggrieved Employees are not relieved of all duties during their meal periods; the time spent monitoring their personal phones and responding to texts from Defendant while Ms. Noori and the Aggrieved Employees are on unpaid meal periods; and all other time during which Ms. Noori and Aggrieved Employees are subject to the control of VISTA and/or DOES and/or were suffered or permitted to work during periods of time for which VISTA is not paying them. Failing to pay for all hours worked while under VISTA control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being deprived of straight time wages and overtime wages throughout the Statutory Period.

27. At all times mentioned herein, VISTA and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods that comply with California law and fail to authorize and permit rest periods that comply with California law.

28. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal

- 1 periods in a timely manner or payment of one hour of pay as additional compensation at
2 Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,
3 uninterrupted meal period.
- 4 29. At all times mentioned herein, Plaintiff and the Aggrieved Employees were not free of all work
5 duties and/or employer control during meal periods. VISTA and/or DOES text Plaintiff and
6 the Aggrieved Employees during their meal periods for work related purposes. In addition,
7 VISTA and/or DOES call Plaintiff and the Aggrieved Employees back to work during meal
8 periods. As such, Plaintiff and the Aggrieved Employees were not free of all work duties and/or
9 employer control during meal periods.
- 10 30. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
11 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by
12 failing to provide compensation for these unprovided meal periods, VISTA and/or DOES
13 willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001,
14 and California Code of Regulations, Section 11040(11). In addition, VISTA and/or DOES fail
15 to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not
16 less than thirty (30) minutes for every shift of more than ten (10) hours per day.
- 17 31. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that
18 Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take
19 legally compliant rest periods in a timely manner or payment of one hour of pay as additional
20 compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were
21 not authorized and/or permitted to take a legally compliant rest period.
- 22 32. At all times mentioned herein, employees are not free of all work duties and/or employer
23 control during rest periods. VISTA and/or DOES text Plaintiff and the Aggrieved Employees
24 during their rest periods for work related purposes. In addition, VISTA and/or DOES call
25 Plaintiff and the Aggrieved Employees back to work during rest periods. As such, Plaintiff and
26 the Aggrieved Employees were not free of all work duties and/or employer control during rest
27 periods.
- 28 33. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major

fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, VISTA and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(12).

34. At all times mentioned herein, VISTA and/or DOES knowingly and intentionally provide wage statements to employees that fail to specifically itemize everything required under *California Labor Code* section 226(a).

35. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

36. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the Aggrieved Employees.

37. At all times mentioned herein, VISTA and/or DOES fail to pay all wages owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

38. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that VISTA and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and VISTA and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

39. At all times mentioned herein, VISTA and/or DOES knowingly and intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with VISTA and/or DOES.

40. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination.

- 1 VISTA and/or DOES did not timely pay all wages owed, straight-time wages owed, overtime
2 wages owed, meal period premiums, and rest period premiums owed at the time of termination.
- 3 41. At all times mentioned herein, VISTA and/or DOES fail to pay Plaintiff and the Aggrieved
4 Employees a sum certain at the time of termination or within seventy-two (72) hours of their
5 resignation, and have failed to pay those sums for thirty (30) days thereafter.
- 6 42. At all times mentioned herein, VISTA and/or DOES did not reimburse Plaintiff and the other
7 Aggrieved Employees for business expenses including but not limited to the use of their
8 personal cell phones and personal vehicles for work-related purposes.
- 9 43. At all times mentioned herein, VISTA and/or DOES knew and/or should have known that
10 Plaintiff and the other Aggrieved Employees were entitled to be reimbursed for expenses
11 incurred in direct consequence of their duties.
- 12 44. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all
13 VISTA's non-exempt employees employed in California beginning one year prior to the date
14 Plaintiff sent notice to the LWDA.
- 15 45. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
16 respect to the issues or in any other way.

17 **FIRST CAUSE OF ACTION AGAINST VISTA AND/OR DOES: Violation of the PAGA for**
18 **Failure to Pay Straight Time Wages (*California Labor Code* §2698 et. seq.).**

- 19 46. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
20 as if fully plead.
- 21 47. VISTA and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved
22 Employees for all hours worked.
- 23 48. It is fundamental that an employer must pay its employees for the time worked. *California*
24 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
25 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
26 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.
27 *California Labor Code* section 224 only permits deductions from wages when the employer is
28 required or empowered to do so by state or federal law or when the deduction is expressly

1 authorized in writing by the employee for specified purposes that do not in effect reduce the
2 agreed upon wage.

3 49. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
4 individually as an officer, agent, or employee of another person, who pays or causes to be paid
5 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
6 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
7 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

8 50. VISTA and/or DOES have had a continuous policy of not paying Plaintiff and those similarly
9 situated for all hours worked. For example, VISTA and/or DOES have not paid for all the time
10 Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited
11 to: the time it takes them to turn on and boot up their computers before clocking in; the time
12 when Ms. Noori and the Aggrieved Employees are not relieved of all duties during their meal
13 periods; the time spent monitoring their personal phones and responding to texts from
14 Defendant while Ms. Noori and the Aggrieved Employees are on unpaid meal periods; and all
15 other time during which Ms. Noori and Aggrieved Employees are subject to the control of
16 VISTA and/or DOES and/or were suffered or permitted to work during periods of time for
17 which VISTA is not paying them. Failing to pay for all hours worked while under VISTA
18 control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved
19 Employees being deprived of straight time wages throughout the Statutory Period.

20 51. Further, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege
21 that VISTA and/or DOES breach the legal duty to pay full wages to Plaintiff and the Aggrieved
22 Employees by failing to pay employees for meal period time when employees were not
23 relieved of all duties and employer control as well as for time spent performing work tasks and
24 under VISTA’s and/or DOES’ control before clocking-in and after clocking-out.

25 52. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages
26 to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by
27 Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not
28 relieved of all work duties during their meal periods and/or when VISTA recorded a meal

- 1 period for Plaintiff and the Aggrieved Employees when no meal period was taken.
- 2 53. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
3 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal
4 period, even though Plaintiff and all Aggrieved Employees work through their meal periods
5 and/or were subject to VISTA's control during meal periods. Thus, VISTA and/or DOES do
6 not pay Plaintiff and each and every Aggrieved Employee for all time worked each and every
7 day they work without a meal period and have time deducted.
- 8 54. Failing to pay for all hours worked while under VISTA's and/or DOES' control and/or while
9 suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being
10 deprived of straight time wages.
- 11 55. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
12 unpaid wages, and lost interest on such wages, and expenses.
- 13 56. Plaintiff and the Aggrieved Employees were employed by VISTA and/or DOES at all relevant
14 times. VISTA and/or DOES were required to compensate Plaintiff and the Aggrieved
15 Employees for all hours worked and were prohibited from making deductions that had the
16 effect of reducing the agreed upon wage.
- 17 57. VISTA and/or DOES commit the acts alleged herein knowingly and willfully, with the
18 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
- 19 58. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by
20 Defendant and/or DOES in California.
- 21 59. Plaintiff, as former "non-exempt" hourly employee of VISTA and/or DOES who VISTA
22 and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing
23 to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as
24 representatives of the general public to enforce California's labor laws, and the penalty
25 provisions identified in *California Labor Code* section 2699.5.
- 26 60. Plaintiff, as a representative of the people of the State of California, will seek any and all
27 penalties otherwise capable of being collected by the Labor Commission and/or the
28 Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,

as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

61. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

62. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST VISTA AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

63. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

64. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) 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 (1.5) times the regular rate of pay for an employee.

65. *California Labor Code* section 510 dictates that any work in excess of twelve (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 (8) 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.

66. VISTA and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week.

1 67. VISTA and/or DOES have had a continuous policy of not paying Plaintiff and those similarly
2 situated for all hours worked. For example, VISTA and/or DOES have not paid for all the time
3 Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited
4 to: the time it takes them to turn on and boot up their computers before clocking in; the time
5 when Ms. Noori and the Aggrieved Employees are not relieved of all duties during their meal
6 periods; the time spent monitoring their personal phones and responding to texts from
7 Defendant while Ms. Noori and the Aggrieved Employees are on unpaid meal periods; and all
8 other time during which Aggrieved Employees are subject to the control of VISTA and/or
9 DOES and/or were suffered or permitted to work during periods of time for which VISTA is
10 not paying them. Failing to pay for all hours worked while under VISTA's and/or DOES'
11 control and/or while Plaintiff and those similarly situated were suffered or permitted to work
12 has resulted in Plaintiff and Aggrieved Employees being deprived of overtime wages
13 throughout the Statutory Period.

14 68. Defendant and/or DOES fails to pay for all time during which Plaintiff and Aggrieved
15 Employees work throughout their shift. As most shifts worked are at least eight hours in length,
16 this time during which employees are uncompensated before clocking in and/or during meal
17 periods but under Defendant's control, should be, but was not, paid at the applicable overtime
18 rate.

19 69. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
20 unpaid wages, and lost interest on such wages, and expenses.

21 70. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
22 and/or DOES in California.

23 71. Plaintiff, as a representative of the people of the State of California, will seek any and all
24 penalties otherwise capable of being collected by the Labor Commission and/or the
25 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
26 section 510.

27 72. Plaintiff, as a representative of the people of the State of California, will seek all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 222, 223, and 510.

73. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

74. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST VISTA AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).

75. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

76. Under *California Labor Code* section 512, and IWC Wage Order 4-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

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

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

5 79. VISTA and/or DOES have a consistent policy and/or practice of not providing meal periods to
6 Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof.

7 80. VISTA and/or DOES institute a consistent policy/practice of not providing first meal periods
8 before the end of the fifth hour of work to Plaintiff and non-exempt employees and/or
9 providing compensation in lieu thereof. VISTA and/or DOES, however, would clock Plaintiff
10 and the Aggrieved Employees out for a meal period prior to the end of the fifth hour of work
11 so Plaintiff's and the Aggrieved Employees' time records show a compliant meal period even
12 though a compliant meal period was not provided. Therefore, VISTA and/or DOES did not
13 provide lawful meal periods to Plaintiff and the Aggrieved Employees.

14 81. VISTA and/or DOES have a consistent policy and/or practice of requiring Plaintiff and the
15 Aggrieved Employees to work at least five (5) hours without a meal period and failing to pay
16 such employees one (1) hour of pay at the employees' regular rate of compensation for each
17 workday that the meal period is not provided, or other compensation in lieu thereof, as required
18 by California's state wage and hour laws.

19 82. In addition, VISTA and/or DOES breach the legal duty to provide meal periods to employees
20 by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved
21 Employees to work through their meal periods to satisfy the demanding workload duties
22 imposed by VISTA and/or DOES, thereby denying Plaintiff and the Aggrieved Employees of
23 the right to be completely free from employer control under California law. Plaintiff and the
24 Aggrieved Employees were not free of all work duties and/or employer control during meal
25 periods, including the demand that employees be ready and available to answer calls and texts
26 for work related purposes during meal periods, which often included being called back to work.

27 83. Throughout the statutory period, VISTA and/or DOES valued productivity over providing
28 meal periods and, because of this, meal breaks were not priorities to VISTA and/or DOES.

1 84. VISTA and/or DOES have a consistent policy and/or practice of not providing second meal
2 periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu
3 thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second
4 meal periods when they worked ten (10) to twelve (12) hours.

5 85. By failing to provide statutory first and/or second meal periods, and by failing to provide
6 compensation for unprovided meal periods, as alleged above, VISTA and/or DOES willfully
7 violate the provisions of the *California Labor Code* section 226.7 and 512.

8 86. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
9 and/or DOES in California.

10 87. By failing to provide statutory first and/or second meal periods, and by failing to provide
11 compensation for unprovided meal periods, as alleged above, VISTA and/or DOES willfully
12 violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order
13 No. 4-2001.

14 88. As a result of the unlawful acts of VISTA and/or DOES, Plaintiff and the Aggrieved
15 Employees have been deprived of premium wages and/or other compensation in amounts to
16 be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys'
17 fees, and costs.

18 89. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
19 to work for a period of time in excess of six (6) hours were required to work for periods longer
20 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

21 90. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
22 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not
23 waive their legally-mandated meal periods by mutual consent were required to work in excess
24 of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal
25 period of not less than thirty (30) minutes.

26 91. During the relevant time period, VISTA and/or DOES fail to pay Plaintiff and the Aggrieved
27 Employees the full meal period premium due pursuant to *California Labor Code* section 226.7.

28 92. VISTA's and/or DOES' conduct violates applicable IWC Wage Order 4-2001 and *California*

- 1 *Labor Code* sections 226.7 and 512(a).
- 2 93. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
3 periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff
4 has satisfied all prerequisites to serve as a representative of the general public to enforce
5 California’s labor laws, and the penalty provisions identified in *California Labor Code* section
6 2699.5 for violations of *California Labor Code* sections 226.7 and 512.
- 7 94. Plaintiff, as a representative of the people of the State of California, will seek all penalties
8 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
9 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
10 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
11 226.7, and 512.
- 12 95. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on
13 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
14 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
15 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
16 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
17 *California Labor Code* section 2699(f)(2).
- 18 96. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
19 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
20 violations pursuant to this chapter or any provisions regulating hours and days of the week of
21 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
22 558(a)(2).

23 **FOURTH CAUSE OF ACTION AGAINST VISTA AND/OR DOES: Violation of the PAGA for**
24 **Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).**

- 25 97. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
26 as if fully plead.
- 27 98. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall
28 authorize and permit all employees to take rest periods, which insofar as practicable shall be

1 in the middle of each work week period. The authorized rest period time shall be based on the
2 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
3 fraction thereof.”

4 99. At all times mentioned herein, VISTA and/or DOES fail to authorize and/or permit rest period
5 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per
6 four (4) hours or major fraction thereof.

7 100. VISTA’s and/or DOES’ business model was such that Aggrieved Employees were assigned
8 too much work that could not be reasonably completed within their assigned shift, resulting in
9 Aggrieved Employees routinely and regularly being forced to work through their rest periods.

10 101. VISTA and/or DOES breach the legal duty to provide rest periods to employees by imposing
11 a continuous and consistent policy of requiring Plaintiff and non-exempt employees to work
12 through their rest periods.

13 102. Throughout the statutory period, VISTA and/or DOES have a pattern and practice of assigning
14 too much work to be completed in too short of time frames, resulting in Plaintiff and those
15 similarly situated not to take rest periods.

16 103. When Plaintiff and the Aggrieved Employees were able to take rest periods, VISTA and/or
17 DOES would call and/or text Plaintiff and the Aggrieved Employees during their rest periods
18 for work related purposes and often call Plaintiff and the Aggrieved Employees back to work
19 during rest periods. As such, Plaintiff and the Aggrieved Employees are not free of all work
20 duties and/or employer control during rest periods.

21 104. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
22 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
23 these unprovided rest periods, as alleged above, VISTA and/or DOES willfully violate the
24 provisions of *California Labor Code* section 226.7.

25 105. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by
26 Defendant and/or DOES in California.

27 106. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
28 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff

has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.

107. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

108. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

109. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST VISTA AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (*California Labor Code* §2698 et. seq.).

110. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

111. *California Labor Code* section 226(a) requires VISTA and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires VISTA and/or DOES, at the time of each payment of wages, to "furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee's

wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee....”

112. *California Labor Code* section 226(a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

113. VISTA and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

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

115. VISTA and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 4-2001(7), and *California Code of Regulations*, Title 8, section 11040 - showing, among other things, when the employee begins and ends each work period, the total daily hours

worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

116. VISTA and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show: “(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]” *California Labor Code* section 226(a).

117. VISTA and/or DOES knowingly and intentionally did not include the gross wages earned on wage statements. VISTA therefore knowingly and intentionally failed to itemize the gross wages earned on Plaintiff’s and the Aggrieved Employees’ wage statements.

118. In every pay period during the period of the relevant statute of limitations, VISTA and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226(a) requires. In every pay period during the period of the relevant statute of limitations, VISTA and/or DOES knowingly and intentionally did not include the total hours worked on wage statements. Plaintiff and the Aggrieved Employees are not paid for the time it takes them to turn on and boot up their computers before clocking in. Plaintiff and the Aggrieved Employees are also not paid for time spent on unpaid meal periods that were not duty and control free and/or in which VISTA and/or DOES clocked Plaintiff and the Aggrieved Employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period despite Plaintiff and the Aggrieved Employees working through their meal

1 periods. As such, the itemized hours worked do not include time Plaintiff and the Aggrieved
2 Employees spent performing work duties while off the clock. VISTA and/or DOES therefore
3 knowingly and intentionally fail to itemize the total hours worked on Plaintiff's and the
4 Aggrieved Employees' wage statements.

5 119. In addition, VISTA and/or DOES knowingly and intentionally did not itemize meal and rest
6 period premiums owed to Plaintiff and the Aggrieved Employees on wage statements.

7 120. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee
8 with written notice that sets forth the amount of sick leave available, or paid time off an
9 employer provides in lieu of sick leave, for use on either the employee's itemized wage
10 statement described in Section 226 or in a separate writing provided on the designated pay date
11 with the employee's payment of wages."

12 121. VISTA and/or DOES fail to itemize sick leave available, or paid time off an employer provides
13 in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees' itemized wage
14 statements or in a separate writing provided on the designated pay date with the employee's
15 payment of wages.

16 122. In every pay period during the period of the relevant statute of limitations, VISTA and/or
17 DOES knowingly and intentionally did not include the net wages earned on wage statements.

18 123. As a result of the knowing and intentional failure by VISTA and/or DOES to comply with
19 itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have
20 been able to reconstruct only a reasonable estimate of the hours worked and have, therefore,
21 not received full compensation.

22 124. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
23 and/or DOES in California.

24 125. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide
25 accurate and itemized wage statements, is an aggrieved employee with standing to bring an
26 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
27 general public to enforce California's labor laws, and the penalty provisions identified in
28 *California Labor Code* section 2699.5.

1 126. Plaintiff, as a representative of the people of the State of California, will seek all penalties
2 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
3 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
4 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
5 226, 1174, 1199.

6 127. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of
7 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
8 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
9 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
10 Employee per pay period for each subsequent violation, per *California Labor Code* section
11 2699(f)(2).

12 128. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
13 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
14 violations pursuant to this chapter or any provisions regulating hours and days of the week of
15 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
16 558(a)(2).

17 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
18 **PAGA for Failure to Pay Wages Due at Termination and During Employment (*California Labor***
19 ***Code* §2698 et. seq.).**

20 129. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
21 as if fully plead.

22 130. VISTA and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a
23 timely manner, wages owed to the Aggrieved Employees who left VISTA's and/or DOES'
24 employ or who were terminated.

25 131. Aggrieved Employees who ended their employment with VISTA and/or DOES during the last
26 year were entitled to be promptly paid all lawful compensation, and other premiums, as
27 required by *California Labor Code* sections 201 through 203.

28 132. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer

discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

133. During the relevant time period, VISTA and/or DOES intentionally and willfully fail to pay the Aggrieved Employees who are no longer employed by VISTA and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving VISTA's and/or DOES' employ.

134. VISTA's and/or DOES' failure to pay Plaintiff and the Aggrieved Employees who are no longer employed by VISTA and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving VISTA's and/or DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

135. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

136. Plaintiff, as a non-exempt employee who VISTA and/or DOES failed to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

137. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

1 138. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by
2 Defendant and/or DOES in California.

3 139. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
4 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
5 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
6 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
7 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
8 *California Labor Code* section 2699(f)(2).

9 140. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
10 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
11 pursuant to this chapter or any provisions regulating hours and days of the week of the
12 Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

13 **SEVENTH CAUSE OF ACTION AGAINST VISTAS AND/OR DOES: Violation of the Private**
14 **Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick Days and Failure to**
15 **Provide Written Notice Setting Forth the Amount of Sick Leave Available (*California Labor***
16 ***Code* §2698 et. seq.).**

17 141. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
18 as if fully plead.

19 142. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1,
20 2015, works in California for the same employer for 30 or more days within a year from the
21 commencement of employment is entitled to paid sick days as specified in this section.”

22 143. Section 246(c) of the *California Labor Code* states: “An employee shall be entitled to use
23 accrued paid sick days beginning on the 90th day of employment, after which day the employee
24 may use paid sick days as they are accrued.”

25 144. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee
26 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
27 manner discriminate against an employee for using, or attempting to exercise the right to use,
28 sick leave to attend to an illness or the preventive care of a family member, or for any other

- reason specified in subdivision (a) of Section 246.5.”
145. Section 233(d) of the *California Labor Code* provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”
146. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.”
147. Section 246.5 of the *California Labor Code* requires employers provide paid sick days for “[d]iagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member.”
148. Section 246(k) of the *California Labor Code* provides that, “[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a renewable minimum increment, not to exceed two hours, for the use of paid sick leave.”
149. VISTA and/or DOES fail to provide paid sick days in accordance with these provisions.
150. VISTA and/or DOES operate under an absence control policy that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge, demotion, or termination. Thus, VISTA and/or DOES’ sick pay policy punishes Plaintiff and Aggrieved Employees by way of suspension and/or termination for use of protected and appropriate sick leave.
151. Section 246(i) of the *California Labor Code* states, “[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”
152. VISTA and/or DOES fail to itemize sick leave available, or paid time off an employer provides

- in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees' itemized wage statements or in a separate writing provided on the designated pay date with the employee's payment of wages.
153. VISTA's and/or DOES' sick pay policy fails to pay sick pay for all appropriate and protected purposes enumerated in *California Labor Code* sections 233, 234, 246, and 246.5, and VISTA and/or DOES fail to itemize the amount of accrued/available sick leave Plaintiff and Aggrieved Employees have on wage statements each pay period.
154. As a result of the unlawful acts of VISTA and/or DOES, Plaintiff and the Aggrieved Employees she seeks to represent have been incurred damages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to *California Labor Code* section 233(e).
155. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.
156. Plaintiff, as a non-exempt employee who was subject to VISTA's and/or DOES' unlawful sick pay/paid time off policy, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5
157. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: for violations of the *California Labor Code* sections 233, 234, 246, and 246.5.
158. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per

1 *California Labor Code* section 2699(f)(2).

2 159. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
3 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
4 pursuant to this chapter or any provisions regulating hours and days of the week of the
5 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

6 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
7 **Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business**
8 **Expenses (California Labor Code §2698 et. seq.)**

9 160. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
10 as if fully plead.

11 161. Section 2802(a) of the *California Labor Code* requires “[a]n employer [to] indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties.”

14 162. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without
15 receiving reimbursement from Defendant and/or DOES. These expenses include, but are not
16 limited to, having to use their personal cell phones and personal vehicles for business purposes.

17 163. *Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to reimbursement
18 for said necessary expenditures, plus interest and expenses.

19 164. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
20 and/or DOES in California.

21 165. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or
22 DOES failed to reimburse, is an aggrieved employee with standing to bring an action under
23 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general
24 public to enforce California’s labor laws, and the penalty provisions identified in *California*
25 *Labor Code* section 2699.5.

26 166. Plaintiff, as a representative of the people of the State of California, seeks all penalties
27 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
28 each of the following, as set forth in *California Labor Code* section 2699.5, which provides

1 that section 2699.3(a) applies to any alleged violation of the following provisions: for
2 violations of the *California Labor Code* section 2802.

3 167. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
4 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
5 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
6 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
7 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
10 for relief and judgment against Defendant VISTA and/or DOES, jointly and severally, as follows:

- 11 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
12 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
13 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
14 worked;
15 C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
16 2699, et. seq. for failure to provide compliant meal periods;
17 D. For all statutory penalties for each pay period during which an employee was underpaid due to
18 failure to provide compliant meal periods;
19 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
20 2699, et. seq. for failure to provide all rest periods;
21 F. For all statutory penalties provided under *California Labor Code* for each pay period during
22 which an employee was underpaid due to failure to provide paid rest periods;
23 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
24 2699, et. seq. for failure to provide accurate, itemized wage statements;
25 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
26 2699, et. seq. for failure to timely pay wages at separation;
27 I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
28 2699, et. seq. for failure to adopt a lawful sick pay policy;

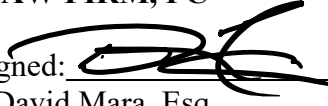
- 1 J. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
2 2699, et. seq. for failure to reimburse business expenses; and
3 K. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
4 2699(g)(1).

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff demands a jury trial as to liability.

7
8 **MARA LAW FIRM, PC**

9 Date: February 8, 2023

Signed: 
David Mara, Esq.
Jill Vecchi, Esq.
Taylor Getman, Esq.
Attorneys for Plaintiff ROYA NOORI, on
behalf of herself and all others similarly
situated, and on behalf of the general public