

Edwin Aiwazian (SBN 232943)
 Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Alameda

01/23/2023

Clerk of the Court, Executive Officer / Clerk of the Court

By: *Cheryl Clark* Deputy
 C. Clark

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

CHUMANI BROWN, individually, and on
 behalf of other members of the general
 public similarly situated, and on behalf of
 other aggrieved employees pursuant to the
 California Private Attorneys General Act;

Plaintiff,

vs.

MED ONE GROUP, an unknown business
 entity; MED ONE CAPITAL, INC., an
 unknown business entity; MED ONE
 CAPITAL FUNDING, LLC, an unknown
 business; and DOES 1 through 100,
 inclusive,

Defendants.

Case No.: RG21095229

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES &
 ENFORCEMENT UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT, CAL.
 LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CHUMANI BROWN (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over each Defendant because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over each of them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain facilities, have agents, employ individuals, and/or transact business in the State of California, including the County of Alameda. The majority of acts and omissions alleged herein relating to Plaintiff, other class members, and aggrieved employees took place in the State of California, including the County of Alameda.

///

///

///

PARTIES

5. Plaintiff CHUMANI BROWN is an individual residing in the State of California.

6. Defendant MED ONE GROUP, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. Defendant MED ONE CAPITAL, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. Defendant MED ONE CAPITAL FUNDING, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

9. At all relevant times, Defendants MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, MED ONE GROUP, MED ONE CAPITAL, INC., MED ONE CAPITAL FUNDING, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused

the injuries and damages to Plaintiff, other class members, and aggrieved employees as alleged in this Complaint. Plaintiff will seek leave of the Court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. MED ONE GROUP, MED ONE CAPITAL, INC., MED ONE CAPITAL FUNDING, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and other class members and aggrieved employees so as to make each of said Defendants employers and liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class (“class” or “class member(s)”) is defined as consisting of the following:

- a. all individuals who are current or former hourly-paid, non-exempt employees of Defendants who worked in California at any time from April 1, 2020 to May 8, 2022 (“hourly class member(s)”), and
- b. all individuals who are current or former salaried customer relations specialist employees of Defendants who were classified as “exempt” and worked in California at any time from April 6, 2017 to May 8, 2022 (“salaried class member(s)”).

Plaintiff reserves the right to amend and/or establish other subclasses as appropriate.

16. The class is ascertainable and there is well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class

members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiff's claims are typical of all other class members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

- 1 17. There are common questions of law and fact as to the class members that
2 predominate over questions affecting only individual members. The following common
3 questions of law or fact, among others, exist as to the members of the class:
- 4 a. Whether Defendants’ failure to pay wages, without abatement or
5 reduction, in accordance with the California Labor Code, was willful;
- 6 b. Whether Defendants’ salaried customer relations specialist employees
7 were misclassified as “exempt” in violation of California law;
- 8 c. Whether Defendants had a corporate policy and practice of failing to pay
9 class members for all hours worked and missed (short, late, interrupted,
10 and/or missed altogether) meal periods and rest breaks in violation of
11 California law;
- 12 d. Whether Defendants required Plaintiff and the other class members to
13 work over eight (8) hours per day, over forty (40) hours per week, and/or
14 over six (6) days in a workweek, and failed to pay the legally required
15 overtime compensation to Plaintiff and the other class members;
- 16 e. Whether Defendants deprived Plaintiff and the other class members of
17 meal and/or rest periods or required Plaintiff and other class members to
18 work during meal and/or rest periods without compensation;
- 19 f. Whether Defendants failed to pay reporting time wages to Plaintiff and
20 the other class members;
- 21 g. Whether Defendants failed to provide a day of rest to Plaintiff and the
22 other class members;
- 23 h. Whether Defendants failed to pay minimum wages to Plaintiff and the
24 other hourly paid, non-exempt class members for all hours worked;
- 25 i. Whether Defendants failed to pay all wages due to Plaintiff and the other
26 class members within the required time upon their discharge or
27 resignation;
- 28 j. Whether Defendants failed to timely pay all wages due to Plaintiff and

the other class members during their employment;

- k. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- l. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code; including, *inter alia*, section 1174(d);
- m. Whether Defendants failed to reimburse Plaintiff and other class members for necessary business-related expenses and costs;
- n. Whether Defendants' conduct was willful or reckless;
- o. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- q. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

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

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

21. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved

1 employee. Plaintiff and (a) all individuals who are current or former hourly-paid, non-exempt
2 employees of Defendants who worked in California at any time from April 1, 2020 to May 8,
3 2022 (“hourly aggrieved employee(s)”) and (b) all individuals who are current or former
4 salaried customer relations specialist employees of Defendants who were classified as
5 “exempt” and worked in California from January 28, 2020 to May 8, 2022 (“salaried aggrieved
6 employee(s)”) are “aggrieved employees” as defined by California Labor Code section 2699(c)
7 (and are herein referred to collectively as “aggrieved employee(s)”) in that they are all current
8 or former employees of Defendants, and one or more of the alleged violations were committed
9 against them.

10 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
11 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
12 following requirements have been met:

- 13 a. The aggrieved employee shall give written notice by online submission
14 (hereinafter “Employee’s Notice”) to the LWDA and by U.S. Certified
15 Mail the employer of the specific provisions of the California Labor
16 Code alleged to have been violated, including the facts and theories to
17 support the alleged violations.
- 18 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
19 employer and the aggrieved employee by certified mail that it does not
20 intend to investigate the alleged violation within sixty (60) calendar days
21 of the postmark date of the Employee’s Notice. Upon receipt of the
22 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
23 (65) calendar days of the postmark date of the Employee’s Notice, the
24 aggrieved employee may commence a civil action pursuant to California
25 Labor Code section 2699 to recover civil penalties in addition to any
26 other penalties to which the employee may be entitled.

27 23. On January 28, 2021, Plaintiff provided written notice by online submission to
28 the LWDA and by U.S. Certified Mail to Defendants MED ONE GROUP, MED ONE

CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of submission of Plaintiff's Notice.

24. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission ("IWC") Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees, within the State of California, including the County of Alameda.

26. Defendants, jointly and severally, employed Plaintiff as a salaried employee, misclassified her as "exempt" from approximately December 2019 to approximately October 2020 in the State of California, County of Alameda.

27. Defendants hired Plaintiff and the other class members and aggrieved employees, and failed to compensate them for all hours worked, and missed, short, late, or interrupted meal periods and/or rest breaks.

28. Defendants hired Plaintiff and the other salaried class members and salaried aggrieved employees, misclassified them as "exempt" employees, and paid them on a salary basis, without compensation for overtime hours worked, and missed, short, late or interrupted meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiff's and the other class members' and aggrieved employees' employment for them to be
2 joint employers of Plaintiff and the other class members and aggrieved employees.

3 31. Defendants directly hired and paid wages and benefits to Plaintiff and the other
4 class members and aggrieved employees.

5 32. Defendants continue to employ salaried employees and to misclassify them as
6 "exempt" within the State of California.

7 33. Defendants continue to employ hourly paid or non-exempt employees within the
8 State of California.

9 34. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
10 the other class members and aggrieved employees worked over eight (8) hours in a day, forty
11 (40) hours in a week, and/or over six (6) days in a workweek during their employment with
12 Defendants.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 engaged in a uniform policy and systematic scheme of wage abuse against their "exempt" or
15 salaried employees. This scheme involved, *inter alia*, misclassifying these positions as
16 "exempt" for purposes of the payment of overtime compensation when, in fact, they were
17 "non-exempt," non-managerial employees according to California law, as well as failing to pay
18 them for all regular and/or overtime wages earned and for missed, short, late, or interrupted
19 meal periods and rest breaks in violation of California law.

20 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
22 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
23 to pay them for all regular and/or overtime wages earned and for missed, short, late, or
24 interrupted meal periods and rest breaks in violation of California law.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members and aggrieved
27 employees were entitled to receive certain wages for overtime compensation and that they
28 were not receiving accurate overtime compensation for all overtime hours worked.

1 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide Plaintiff and other class members and aggrieved employees reporting time
3 wages during the relevant time period. Specifically, California Labor Code section 1198
4 provides that “[t]he employment of any employee...under conditions of labor prohibited by the
5 [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter*
6 *alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required
7 to report to work and does report, but is not put to work or is furnished less than half said
8 employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or
9 scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours,
10 at the employee’s regular rate of pay. Further, if an employee is required to report for work a
11 second time in any one workday and is furnished less than two (2) hours of work on the second
12 reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay.
13 During the relevant time period, Defendants failed to pay Plaintiff and other class members
14 and aggrieved employees half the usual or scheduled day’s work in an amount no less than two
15 (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in
16 which Plaintiff and other class members and aggrieved employees reported to work and were
17 furnished less than half the usual or scheduled day’s work. During the relevant time period,
18 Defendants failed to pay Plaintiffs and other class members and aggrieved employees for two
19 (2) hours at the employee’s regular rate of pay on days in which Plaintiffs and other class
20 members and aggrieved employees were required to report for work a second time in one
21 workday and were furnished less than two (2) hours of work upon the second reporting.

22 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to provide Plaintiff and the other class members and aggrieved employees required rest
24 and meal periods during the relevant time period as required under the applicable Industrial
25 Welfare Commission (“IWC”) Wage Orders and thus they are entitled to any and all applicable
26 premium wages. Defendants’ failure included, *inter alia*, failing to provide uninterrupted ten
27 (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff
28 and the other class members and aggrieved employees. Plaintiff and the other class members

1 and aggrieved employees were required to perform work during meal periods and rest periods,
2 and Defendants incentivized Plaintiff and the other class members and aggrieved employees to
3 forego statutorily required meal periods and rest periods.

4 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to relieve Plaintiff and the other class members and aggrieved employees of all duties,
6 failed to relinquish control over Plaintiff and the other class members' and aggrieved
7 employees' activities, failed to permit Plaintiff and the other class members and aggrieved
8 employees a reasonable opportunity to take, and impeded or discouraged them from taking,
9 thirty (30) minute uninterrupted meal breaks no later than the end of the fifth hour of work for
10 shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal
11 breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

12 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members and aggrieved
14 employees were entitled to receive all meal periods or payment of one additional hour of pay at
15 Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a
16 meal period was missed, short, late, or interrupted, and they did not receive all meal periods or
17 payment of one additional hour of pay at Plaintiff's and the other class members' and
18 aggrieved employees' regular rate of pay when a meal period was missed, short, late, or
19 interrupted.

20 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other hourly paid, non-exempt class
22 members and hourly paid, non-exempt aggrieved employees were entitled to receive at least
23 minimum wages for compensation and that they were not receiving at least minimum wages
24 for all hours worked.

25 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and other class members and aggrieved employees
27 were entitled to receive all wages owed to them upon discharge or resignation, including
28 overtime wages and meal and rest period premiums, and they did not, in fact, receive all such

wages owed to them at the time of their discharge or resignation.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and other hourly-paid, non-exempt class members and hourly paid, non-exempt aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including minimum wages, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members and aggrieved employees did not receive payment of all wages, including overtime wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class members and aggrieved employees, including time spent working off-the-clock and during meal and rest periods.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class

1 members and aggrieved employees pursuant to California law, and that Defendants had the
2 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
3 do so, and falsely represented to Plaintiff and the other class members and aggrieved
4 employees that they were properly denied wages, all in order to increase Defendants' profits.

5 50. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members and aggrieved employees for all hours worked, including overtime wages to
7 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
8 Plaintiff and the other class members and aggrieved employees were required to work more
9 than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive
10 days in a workweek, without being paid overtime compensation for all overtime hours worked.
11 Defendant also required that Plaintiff and the other class members and aggrieved employees
12 worked off-the-clock and did not properly compensate them for that time.

13 51. During the relevant time period, Defendants failed to pay reporting time pay to
14 Plaintiff and the other class members and aggrieved employees.

15 52. During the relevant time period, Defendants failed to provide all requisite
16 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
17 employees.

18 53. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 hourly paid, non-exempt class members and hourly paid, non-exempt aggrieved employees at
20 least minimum wages for all hours worked.

21 54. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members and aggrieved employees all wages owed to them upon discharge or
23 resignation.

24 55. During the relevant time period, Defendants failed to pay Plaintiff and the other
25 class members and aggrieved employees all wages due within any time permissible under
26 California law, including, *inter alia*, California Labor Code section 204.

27 56. During the relevant time period, Defendants failed to provide complete and
28 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

57. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members and aggrieved employees.

58. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

59. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

61. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 60, and each and every part thereof with the same force and effect as though fully set forth herein.

62. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

63. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a week, or for the

1 first eight (8) hours worked on the seventh day of work in a workweek.

2 64. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff and the other class members overtime compensation at a rate of two
4 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

5 65. California Labor Code section 510 codifies the right to overtime compensation
6 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
7 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
8 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
9 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
10 of work.

11 66. During the relevant time period, Plaintiff and the other class members worked in
12 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, or for a seventh day
13 of work in a workweek.

14 67. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff and the other class members and failed to include earned
16 commissions, non-discretionary bonuses, monetary incentives, non-discretionary production
17 and/or performance pay, an/or shift differentials to calculate the regular rate of pay used when
18 calculating the overtime wage rate.

19 68. Defendants' failure to pay Plaintiff and the other class members the unpaid
20 balance of overtime compensation, as required by California laws, violates the provisions of
21 California Labor Code sections 510 and 1198, and is therefore unlawful.

22 69. Pursuant to California Labor Code section 1194, Plaintiff and the other class
23 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
24 attorneys' fees.

25 ///

26 ///

27 ///

28

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL
FUNDING, LLC., and DOES 1 through 100)**

70. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

71. At all relevant times, the IWC Orders and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

72. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

74. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked are no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive

1 their legally-mandated meal periods by mutual consent, were required to work for periods
2 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
3 minutes and/or rest period.

4 76. During the relevant time period, Plaintiff's and other class members' meal
5 periods were missed, shortened, late, and/or were interrupted because Defendants required
6 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
7 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during
8 purported meal periods with business-related inquiries, instructions for tasks, and/or to require
9 them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.
10 Defendant required employees to work for more than ten (10) hours per day without providing
11 the employee with a second uninterrupted meal period of not less than thirty (30) minutes.

12 77. Defendants failed to relieve Plaintiff and the other class members of all duties,
13 failed to relinquish control over Plaintiff's and the other class members' activities, failed to
14 permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or
15 discouraged them from taking, thirty (30) minute uninterrupted meal periods no later than the
16 end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second
17 thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts
18 lasting more than ten (10) hours.

19 78. As a result, during the relevant time period, Plaintiff and the other class
20 members who were scheduled to work for a period of time in excess of six (6) hours were
21 required to work for periods longer than five (5) hours without an uninterrupted meal period of
22 not less than thirty (30) minutes and/or rest period.

23 79. During the relevant time period, Defendants intentionally and willfully required
24 Plaintiff and the other class members to work during meal periods and failed to compensate
25 Plaintiff and the other class members the full meal period premium for work performed during
26 meal periods and failed to include earned commissions, non-discretionary bonuses, monetary
27 incentives, non-discretionary production and/or performance pay, an/or shift differentials to
28 calculate the regular rate of pay used when calculating the meal period premium.

80. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.7 and 512(a).

82. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

86. At all relevant times, the applicable IWC Wage Orders provided that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

87. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. Defendants also required Plaintiff and other class members to remain on the premises during rest periods.

88. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

89. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7 and failed to include earned commissions, non-discretionary bonuses, monetary incentives, non-discretionary production and/or performance pay, an/or shift differentials to calculate the regular rate of pay used when calculating the rest period premium.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, 1197.1)

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

92. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

94. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the hourly class members as required, pursuant to California Labor Code sections 1194, 1197, 1197.1. Defendants' failure to pay minimum wages included, inter alia, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the hourly class members worked off-the-clock performing work duties.

95. Defendants' failure to pay Plaintiff and the hourly class members the minimum wage as required violates California Labor Code sections 1194, 1197, 1197.1. Pursuant to those sections Plaintiff and the hourly class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

96. Pursuant to California Labor Code section 1197.1, Plaintiff and the hourly class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

Pursuant to California Labor Code section 1194.2, Plaintiff and the hourly class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all relevant times herein set forth, 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 not 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.

99. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, for meal and rest period premium payments.

100. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

102. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all times herein set forth, California Labor Code section 204 provides that all

wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

108. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL FUNDING, LLC., and DOES 1 through 100)

109. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

110. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees 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

1 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
3 his or her social security number, (8) the name and address of the legal entity that is the
4 employer, and (9) all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee. The deductions
6 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
7 showing the month, day, and year, and a copy of the statement or a record of the deductions
8 shall be kept on file by the employer for at least three years at the place of employment or at a
9 central location within the State of California.

10 111. Defendants have intentionally and willfully failed to provide Plaintiff and the
11 other class members with complete and accurate wage statements. The deficiencies include,
12 but are not limited to: the failure to state the correct name of the employer and the failure to
13 include the total number of hours worked by Plaintiff and the other class members, including
14 work performed off-the-clock.

15 112. As a result of Defendants' violation of California Labor Code section 226(a),
16 Plaintiff and the other class members have suffered injury and damage to their statutorily-
17 protected rights.

18 113. More specifically, Plaintiff and the other class members have been injured by
19 Defendants' intentional and willful violation of California Labor Code section 226(a) because
20 they were denied both their legal right to receive, and their protected interest in receiving,
21 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

22 114. Plaintiff and the other class members are entitled to recover from Defendants the
23 greater of their actual damages caused by Defendants' failure to comply with California Labor
24 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
25 employee.

26 115. Plaintiff and the other class members are also entitled to injunctive relief to
27 ensure compliance with this section, pursuant to California Labor Code section 226(h).
28

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL
FUNDING, LLC., and DOES 1 through 100)]**

116. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

118. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

119. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

120. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

///

///

///

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

**(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL
FUNDING, LLC., and DOES 1 through 100)**

121. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

122. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

123. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use of personal cell phones for work-related purposes.

124. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

125. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 17200, et seq.)

**(Against MED ONE GROUP, MED ONE CAPITAL, INC., and MED ONE CAPITAL
FUNDING, LLC., and DOES 1 through 100)**

126. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful and harmful to Plaintiff other class members, to the general public, and Defendants'
2 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
3 interest within the meaning of Code of Civil Procedure section 1021.5.

4 128. Defendants' activities as alleged herein are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business &
6 Professions Code section 17200, et seq.

7 129. A violation of California Business & Professions Code section 17200, et seq.
8 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
9 policies and practices of requiring employees, including Plaintiff and the other class members,
10 to work overtime without paying them proper compensation violate California Labor Code
11 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
12 employees, including Plaintiff and the other class members, to work through their meal and
13 rest periods without paying them proper compensation violate California Labor Code sections
14 226.7 and 512(a). Defendants' policies and practices of failing to pay all required wages
15 violate California Labor Code sections 1194, 1197, 1197.1, 1198. Moreover, Defendants'
16 policies and practices of failing to timely pay wages to Plaintiff and the other class members
17 violate California Labor Code sections 201, 202 and 204. Defendants also violated California
18 Labor Code sections 226(a), 1174(d), 2800 and 2802.

19 130. As a result of the herein described violations of California law, Defendants
20 unlawfully gained an unfair advantage over other businesses.

21 131. Plaintiff and the other class members have been personally injured by
22 Defendants' unlawful business acts and practices as alleged herein, including but not
23 necessarily limited to the loss of money and/or property.

24 132. Pursuant to California Business & Professions Code sections 17200, et seq.,
25 Plaintiff and the other class members are entitled to restitution of the wages withheld and
26 retained by Defendants during a period that commences April 1, 2017; an award of attorneys'
27 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws;
28 and an award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against MED ONE GROUP, MED ONE CAPITAL, INC.,

MED ONE CAPITAL FUNDING, LLC, and DOES 1 through 100)

133. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

135. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Plaintiff and the other salaried aggrieved employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

137. Plaintiff and the other hourly aggrieved employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

138. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

139. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

140. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

141. Defendants' failure to pay legally required wages to Plaintiff and the other hourly aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

142. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

143. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

144. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

145. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section

1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

146. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders.

147. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

148. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

149. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class with respect to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period

1 was not provided;

2 19. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 20. For premium wages pursuant to California Labor Code section 226.7(c);

5 21. For pre-judgment interest on any unpaid wages from the date such amounts were
6 due; and

7 22. For such other and further relief as the Court may deem just and proper.

8 **As to the Fourth Cause of Action**

9 23. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
11 Plaintiff and the other hourly class members;

12 24. For general unpaid wages and such general and special damages as may be
13 appropriate;

14 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
15 Plaintiff and the other hourly class members in the amount as may be established according to
16 proof at trial;

17 26. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due

19 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194(a);

21 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

22 29. For such other and further relief as the Court may deem just and proper.

23 **As to the Fifth Cause of Action**

24 30. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
26 time of termination of the employment of Plaintiff and the other class members no longer
27 employed by Defendants;

28 31. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
3 Plaintiff and the other class members who have left Defendants' employ;

4 33. For pre-judgment interest on any unpaid compensation from the date such
5 amounts were due; and

6 34. For such other and further relief as the Court may deem just and proper.

7 **As to the Sixth Cause of Action**

8 35. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
10 California Labor Code section 204 to Plaintiff and the other class members;

11 36. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 37. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due; and

15 38. For such other and further relief as the Court may deem just and proper.

16 **As to the Seventh Cause of Action**

17 39. That the Court declare, adjudge and decree that Defendants violated the record
18 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
19 to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage
20 statements thereto;

21 40. For actual, consequential and incidental losses and damages, according to proof;

22 41. For statutory penalties pursuant to California Labor Code section 226(e);

23 42. For injunctive relief to ensure compliance with this section, pursuant to California
24 Labor Code section 226(h); and

25 43. For such other and further relief as the Court may deem just and proper.

26 **As to the Eighth Cause of Action**

27 44. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202, and 204 and by violating California Labor Code section 226(a), 1174(d), 2800, and 2802;

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Code or Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

60. For such other and further relief as the Court may deem equitable and appropriate.

DATED: January 23, 2023

LAWYERS for JUSTICE, PC

By: _____



Annabel Blanchard
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On January 23, 2023 I served the following document(s) described as:
on interested parties in this action as follows:

- **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE § 2698 ET SEQ.**

Attorneys for Defendants MED ONE GROUP, ET AL.

Katherine C. Den Bleyker (SBN 257187)
(email: Katherine.DenBleyker@lewisbrisbois.com)
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Tel: (213) 250-1880 / Fax: (213) 250-7900

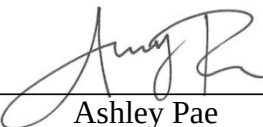
[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on January 23, 2023, at Glendale, California.



Ashley Pae