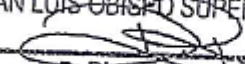


SAN LUIS OBISPO SUPERIOR COURT
BY 
D. Rincon, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

NICHOLAS CALVI, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

COMPASS HEALTH, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20CV-0516
Consolidated with Lead Case: 20CV-0427

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA 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 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

Complaint Filed: October 6, 2020
Trial Date: None Set

COMES NOW, Plaintiffs NICHOLAS CALVI and JORDYN WILLIAMS (collectively, “Plaintiffs”), individually, and on behalf of members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the 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 restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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 all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it 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 offices, have agents, and transact business in the County of San Luis Obispo.

PARTIES

5. Plaintiff NICHOLAS CALVI is an individual residing in the State of California. Plaintiff JORDYN WILLIAMS is an individual residing in the State of California.

6. Defendant COMPASS HEALTH, INC., at all times herein mentioned, was and is, upon information and belief, a corporation organized and existing under the laws of the State of California, and transacts business throughout the State of California, including the County of San Luis Obispo.

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7. At all relevant times, Defendant COMPASS HEALTH, INC. was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, COMPASS HEALTH, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and 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, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are 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 Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. COMPASS HEALTH, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege 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 Plaintiffs and the other class members so as to make each of said Defendants' employers and employers liable under the statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 12. Plaintiffs bring this action on their own behalves and on behalf of all other
3 members of the general public similarly situated, and, thus, seeks class certification under
4 Code of Civil Procedure section 382.

5 13. The proposed class is defined as follows:

6 All current and former hourly-paid or non-exempt employees of Defendants
7 within the State of California at any time during the period from April 10, 2016
8 to final judgment.¹

9 14. Plaintiffs reserve the right to establish subclasses as appropriate.

10 15. The class is ascertainable and there is a well-defined community of interest in
11 the litigation:

12 a. Numerosity: The class members are so numerous that joinder of all class
13 members is impracticable. The membership of the entire class is
14 unknown to Plaintiffs at this time; however, the class is estimated to be
15 approximately fifty (50) individuals and the identity of such membership
16 is readily ascertainable by inspection of Defendants' records.

17 b. Typicality: Plaintiffs' claims are typical of all other class members as
18 demonstrated herein. Plaintiffs will fairly and adequately protect the
19 interests of the other class members with whom they have a well-defined
20 community of interest.

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26 ¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's
27 Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed
28 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiff's claims were tolled
during that time period.

1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom they have a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiffs have
4 no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

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- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal and rest periods in violation of California law;
- c. Whether Defendants time keeping system rounded their hourly-paid or non-exempt employees time to deprive them of wages for all hours worked;
- d. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- e. Whether Defendants failed to include non-discretionary bonuses and incentives in Plaintiffs and the other class members' regular rate;
- f. Whether Defendants deprived Plaintiffs and the other class members of meal periods or required Plaintiffs and the other class members to work during meal periods without compensation;
- g. Whether Defendants deprived Plaintiffs and the other class members of rest periods or required Plaintiffs and the other class members to work during rest periods without compensation;
- h. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members;
- i. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- j. Whether Defendants' conduct was willful or reckless; and
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*

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1 **GENERAL ALLEGATIONS**

2 17. At all relevant times set forth herein, Defendants employed Plaintiffs and other
3 persons as hourly-paid or non-exempt employees within the State of California.

4 18. Defendants employed Plaintiff Calvi as an hourly-paid or non-exempt employee
5 from approximately April of 2016 to December of 2016 in the State of California, County of
6 San Luis Obispo. Defendants employed Plaintiff Williams as an hourly-paid or non-exempt
7 employee until in or around August of 2020 in the State of California, County of San Luis
8 Obispo.

9 19. Defendants hired Plaintiffs and the other class members and classified them as
10 hourly-paid or non-exempt employees and failed to properly calculate and compensate them
11 for all hours worked, missed meal and rest periods.

12 20. Defendants had the authority to hire and terminate Plaintiffs and the other class
13 members, to set work rules and conditions governing Plaintiffs' and the other class members'
14 employment, and to supervise their daily employment activities.

15 21. Defendants exercised sufficient authority over the terms and conditions of
16 Plaintiffs' and the other class members' employment for them to be joint employers of
17 Plaintiffs and the other class members.

18 22. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
19 class members.

20 23. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California, including the County of San Luis Obispo.

22 24. Plaintiffs are informed and believe, and based thereon allege, that at all times
23 herein relevant, Defendants were advised by skilled lawyers and other professionals,
24 employees, advisors, and consultants highly knowledgeable about California wage laws,
25 employment and personnel practices.

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25. Plaintiffs are informed and believe, and based thereon allege, that at all times herein relevant, without any justification, Defendants ignored the employment and personnel policy changes proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage laws, employment and personnel practices.

26. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to properly calculate their overtime pay and pay them for all hours worked, missed meal and rest periods in violation of California law.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendant knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive overtime at the regular rate of pay that includes all forms of compensation instead of at just hourly rate of pay.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members the required meal periods and rest breaks during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

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31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed.

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive reimbursements for all business expenses incurred in discharge of their duties.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

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36. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiffs and the other class members. Plaintiffs and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

37. At all material times set forth herein, Defendants failed to provide uninterrupted meal periods and rest breaks to Plaintiffs and the other class members.

38. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

39. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

40. California Labor Code § 218 states that noting 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 under this article.”

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against COMPASS HEALTH, INC. and DOES 1 through 100)

41. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 40, and each and every part thereof with the same force and effect as though fully set forth herein.

42. California Labor Code § 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.

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43. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendant, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

45. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

46. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week.

47. During the relevant time period, Defendants intentionally and willfully failed to properly calculate and pay overtime wages owed to Plaintiffs and the other class members.

48. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code §§ 510 and 1198, and is therefore unlawful.

49. Pursuant to California Labor Code § 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

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55. During the relevant time period, Plaintiffs 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 their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

56. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

57. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Plaintiffs and other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

59. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

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

61. Defendants' conduct violates applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a).

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62. Pursuant to applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiffs 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 COMPASS HEALTH, INC. and DOES 1 through 100)

63. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. At all times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

65. At all relevant time, California Labor Code § 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.

66. At all relevant times, the applicable IWC Wage Order provides 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.

67. During the relevant time period, Defendants required Plaintiffs 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.

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

69. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code § 226.7.

70. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code § 226.7.

71. Pursuant to the applicable IWC Wage Orders and California Labor Code § 226.7(b), Plaintiffs 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 work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194 and 1197

(Against COMPASS HEALTH, INC. and DOES 1 through 100)

72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

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

74. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code §§ 1194 and 1197.

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75. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code §§ 1194 and 1197. Pursuant to those §§, Plaintiffs and the other 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.

76. Pursuant to California Labor Code § 1194.2, Plaintiffs and the other 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, 202, and 203

(Against COMPASS HEALTH, INC. and DOES 1 through 100)

77. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 76, and each and every part thereof with the same force and effect as though fully set forth herein.

78. At all relevant times herein set forth, California Labor Code §§ 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.

79. As a pattern and practice during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay 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.

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80. Defendants' failure to pay Plaintiffs 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 §§ 201 and 202.

81. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 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.

82. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code § 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a)

(Against COMPASS HEALTH, INC. and DOES 1 through 100)

83. Plaintiffs incorporate 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 relevant times, California Labor Code § 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 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 his or her social security number, (8) the name and address of the legal entity that is 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and

1 year, and a copy of the statement or a record of the deductions shall be kept on file by the
2 employer for at least three years at the place of employment or at a central location within the
3 State of California.

4 85. Defendants have intentionally and willfully failed to provide Plaintiffs and the
5 other class members with complete and accurate wage statements. The deficiencies include but
6 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
7 other class members.

8 86. As a result of Defendants' violation of California Labor Code § 226(a),
9 Plaintiffs and the other class members have suffered injury and damage to their statutorily
10 protected rights.

11 87. More specifically, Plaintiffs and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code § 226(a) because they
13 were denied both their legal right to receive, and their protected interest in receiving, accurate
14 and itemized wage statements pursuant to California Labor Code § 226(a).

15 88. Plaintiffs and the other class members are entitled to recover from Defendants
16 the greater of their actual damages caused by Defendants' failure to comply with California
17 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per
18 employee.

19 89. Plaintiffs and the other class members are also entitled to injunctive relief to
20 ensure compliance with this §, pursuant to California Labor Code § 226(g).

21 **SEVENTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 2800 and 2802**

23 **(Against COMPASS HEALTH, INC. and DOES 1 through 100)**

24 90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 89, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

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91. Pursuant to California Labor Code §§ 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 job duties or in direct consequence of his or her obedience to the directions of the employer.

92. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including but not limited to, costs for uniforms, personal cell phone usage, and personal vehicle usage.

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

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, *et seq.*

(Against COMPASS HEALTH, INC. and DOES 1 through 100)

94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth.

95. 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.

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1 96. On March 9, 2021, Plaintiff Williams provided written notice to the LWDA and
2 Defendants of the specific provisions of the Labor Code she contends were violated, and the
3 theories supporting her contentions. Attached hereto as **Exhibit A** and incorporated by
4 reference is a copy of the written notice to the LWDA. Plaintiff Williams believes that on or
5 about May 13, 2021, the sixty-five (65) day notice period expired as to all Defendants, and the
6 LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff
7 Williams exhausted the statutory time period to bring this action.

8 97. Plaintiff Williams and the other hourly-paid or non-exempt employees are
9 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all
10 current or former employees of Defendants who worked for Defendants at any time during the
11 period from March 9, 2020 to the present, and one or more of the alleged violations was
12 committed against them.

13 **Failure to Pay Minimum and Overtime Wages**

14 98. At all times relevant herein, Defendants were required to compensate their non-
15 exempt employees minimum wages for all hours worked and overtime wages for all hours
16 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
17 mandate of Labor Code §§ 510, 1194, and 1198.

18 99. As a policy and practice, Defendants failed to compensate Plaintiff Williams
19 and the other aggrieved current and former employees for all hours worked, resulting in a
20 failure to pay all minimum wages and overtime wages, where applicable.

21 **Failure to Provide Meal Periods and Rest Breaks**

22 100. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants
23 were required to authorize and permit their non-exempt employees to take a 10-minute rest
24 break for every four (4) hours worked or major fraction thereof, and were further required to
25 provide their non-exempt employees with a 30-minute meal period for every five (5) hours
26 worked.

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101. As a pattern and practice, Defendants failed to provide Plaintiff Williams and the other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

102. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code § 204.

103. As a policy and practice, Defendants failed to pay Plaintiff Williams and the other aggrieved current and former employees all wages due and owing them within the required time period.

Failure to Timely Pay Wages Upon Termination

104. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

105. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff Williams and the other aggrieved former employees their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

Failure to Provide Complete and Accurate Wage Statements

106. At all times relevant herein, Defendants were required to keep *accurate* records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.

107. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff Williams and the other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff Williams and the other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, and net wages earned.

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109. As a policy and practice, Defendants failed to pay Plaintiff Williams and the other aggrieved current and former employees all business expenses incurred and owing them, including within the required time period.

Penalties

111. Penalties under California Labor Code § 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;

113. Penalties under California Labor Code § 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;

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1 114. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
2 for each aggrieved employee per pay period for the initial violation, and two hundred fifty
3 dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

4 115. An amount sufficient to recover unpaid wages under Labor Code § 558;

5 116. An amount sufficient to recover unpaid wages under Labor Code § 1197.1;

6 117. Any and all additional penalties as provided by the Labor Code and/or other
7 statutes; and

8 118. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and
9 any other applicable statute.

10 **NINTH CAUSE OF ACTION**

11 **Violation of California Business & Professions Code §§ 17200, *et seq.***

12 **(Against COMPASS HEALTH, INC. and DOES 1 through 100)**

13 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 121, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 120. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
17 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
18 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
19 interest within the meaning of Code of Civil Procedure §1021.5.

20 121. Defendants' activities as alleged herein are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business &
22 Professions Code §17200, *et seq.*

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122. A violation of California Business & Professions Code §17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code §§ 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code §§ 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code §§ 201 and 202. Defendants also violated California Labor Code §§ 1194, 1197, 1197, 2800 and 2802.

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

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

125. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure § 1021.5 and other applicable laws; and an award of costs.

Failure to Pay Overtime

126. Defendants' failure to pay overtime and failure to properly calculate overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

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1 **Failing to Provide Meal Periods**

2 127. Defendants' failure to provide legally required meal periods in violation of the
3 Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,
4 constitutes unlawful and/or unfair activity prohibited by California Business & Professions
5 Code sections 17200, *et seq.*

6 **Failure to Provide Rest Periods**

7 128. Defendants' failure to provide legally required rest periods in violation of the
8 Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful
9 and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et*
10 *seq.*

11 **Failure to Pay Minimum Wages**

12 129. Defendants' failure to pay minimum wages in violation of the Wage Orders and
13 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
14 and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et*
15 *seq.*

16 **Failure to Reimburse Business Expenses**

17 130. Defendants' failure to reimburse any and all necessary expenditures or losses
18 incurred by employees in direct consequence of the discharge of their duties violates the
19 mandate of the Wage Orders and California Labor Code sections 2800 and 2802 as alleged
20 above, constitutes unlawful and/or unfair activity prohibited by California Business &
21 Professions Code section 17200, *et seq.*

22 131. As a result of the herein described violations of California law, Defendants
23 unlawfully gained an unfair advantage over other businesses.

24 132. Plaintiffs and the other class members have been personally injured and
25 continue to be injured by Defendants' unlawful business acts and practices as alleged herein,
26 including, but not necessarily limited to, the loss of money and/or property.

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1 133. Pursuant to California Business & Professions Code section 17200, *et seq.*,
2 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
3 retained by Defendants during a period that commences four years prior to the filing of this
4 Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5 and other applicable laws; and an award of costs.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs, individually, and on behalf of other members of the general public similarly
8 situated and on behalf of aggrieved employees pursuant to PAGA, request a trial by jury.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs, individually, and on behalf of members of the general public
11 similarly situated, pray for relief and judgment against Defendants, jointly and severally, as
12 follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiffs be appointed as the representative of the Class;
16 3. That counsel for Plaintiffs be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel, immediately upon its appointment,
18 the names and most current contact information (names, address, telephone numbers and
19 emails) of all class members.

20 **As to the First Cause of Action**

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

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

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

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

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

4 **As to the Second Cause of Action**

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

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

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

14 13. For premium wages pursuant to California Labor Code § 226.7(b);

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

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

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

19 **As to the Third Cause of Action**

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

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

26 19. For all actual, consequential, and incidental losses and damages, according to
27 proof;

- 1 20. For premium wages pursuant to California Labor Code § 226.7(b);
2 21. For pre-judgment interest on any unpaid wages from the date such amounts
3 were due; and
4 22. For such other and further relief as the court may deem just and proper.

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

6 23. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§ 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and the
8 other class members;

9 24. For general unpaid wages and such general and special damages as may be
10 appropriate;

11 25. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due;

13 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code § 1194(a);

15 27. For liquidated damages pursuant to California Labor Code § 1194.2; and

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

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

18 29. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
20 of termination of the employment of the other class members no longer employed by
21 Defendants;

22 30. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 31. For statutory wage penalties pursuant to California Labor Code § 203 for the
25 other class members who have left Defendants' employ;

26 32. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due; and

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46. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 278.5, 1194, and 2699, and any other applicable statute; and

As to the Ninth Cause of Action

49. For restitution of unpaid wages and other monies wrongfully withheld and retained by Defendants to Plaintiffs and the other class members and all prejudgment interest from the day such amounts were due and payable;

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1 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure § 1021.5; and

3 52. For such other and further relief as the Court may deem equitable and
4 appropriate.

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6 DATED: June 2, 2022

JUSTICE LAW CORPORATION

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9 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs

EXHIBIT A

March 9, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: COMPASS HEALTH, INC.

Dear Representative:

We have been retained to represent Jordyn Williams against Compass Health, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "COMPASS HEALTH").

Ms. Williams is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Williams may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Compass Health, Inc. is a California corporation located at 200 South 13th Street, Suite 208, Grover Beach, California 93433.

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¹ Ms. Williams does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Williams will amend this notice when the true names and capacities are known. Ms. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Williams and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

COMPASS HEALTH employed Ms. Williams as an hourly-paid non-exempt Medical Technician/Caregiver within one year of the date of this letter (until in or around August of 2020²) in the State of California. COMPASS HEALTH directly controls the wages, hours and working conditions of Ms. Williams and other aggrieved employees' employment, including hiring, direction, scheduling, supervision and termination.

The "aggrieved employees" that Ms. Williams may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of COMPASS HEALTH within the State of California.

COMPASS HEALTH failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COMPASS HEALTH, regardless of their classification, job title, locations, or whether they were hired directly or through a staffing agency.

COMPASS HEALTH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Ms. Williams's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COMPASS HEALTH failed to compensate Ms. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, being debriefed regarding patients' conduct during the prior shift, waiting in line for COVID testing and to clock-in and during meal breaks. COMPASS HEALTH also failed to include non-discretionary bonuses and incentives in Ms. Williams and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Williams and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, COMPASS HEALTH routinely required Ms. Williams and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COMPASS HEALTH policies and expectations. COMPASS HEALTH also failed to adequately staff its facilities and provide coverage to Ms. Williams and other aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Moreover, COMPASS HEALTH failed to authorize and permit Ms. Williams and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, COMPASS HEALTH failed to compensate Ms. Williams and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, COMPASS HEALTH failed to pay Ms. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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, and 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. California Labor Code section 204 also requires 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. During the relevant time period, COMPASS HEALTH failed to pay Ms. Williams and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, COMPASS HEALTH did not provide Ms. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COMPASS HEALTH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Williams and other aggrieved employees, (2) total hours worked by Ms. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Williams and other aggrieved employees (4) all deductions for Ms. Williams and other aggrieved employees, (5) net wages earned by Ms. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Williams and other aggrieved employees are paid, (7) the name of the aggrieved 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Williams and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Williams and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, COMPASS HEALTH failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Williams and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, COMPASS HEALTH did not provide Ms. Williams and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, being debriefed regarding patients' conduct during the prior shift, waiting in line for COVID testing and to clock-in and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to 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. During their employment, Ms. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COMPASS HEALTH, including for purchasing equipment (like scrubs) they were required to wear as part of their uniform while working, using their personal cell phones for communicating with nurses and doctors, and using their personal vehicles for transporting samples.

We believe that Ms. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Williams will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COMPASS HEALTH within one year of the date of this letter, as allowed by law.

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LWDA
March 9, 2021
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Timothy Hodge
c/o Compass Health, Inc.
200 South 13th Street, Suite 208
Grover Beach, California 93433
Agent for Service of Process for Compass Health, Inc.

CC: (By Electronic Mail Only):

Peter Choi, Esq.
pchoi@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
Counsel of Record for Compass Health, Inc.

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On June 2, 2022, I served the foregoing document(s) described as

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

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Peter Choi (pchoi@grsm.com) Debra Ellwod Meppen (dmeppen@grsm.com) Dina S. Glucksman (dglucksman@grsm.com) (stello@grsm.com) GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 <i>Attorney(s) for Defendant Compass Health, Inc.</i>	Sara A. Moore (smoore@grsm.com) Rachel Winterle (rwinterle@grsm.com) GORDON REES SCULLY MANSUKHANI, LLP 275 Battery Street, Suite 2000 San Francisco, CA 94111 <i>Attorney(s) for Defendant Compass Health, Inc.</i>
Jonathan M. Lebe (Jon@lebelaw.com) Annaliz Loera (Annaliz@lebelaw.com) Nicolas W. Tomas (Nicolas@lebelaw.com) LEBE LAW, APLC 777 S. Alameda Street, Second Floor Los Angeles, CA 90021 <i>Attorney(s) for Plaintiff Tam Farias</i>	

[X] BY E-MAIL

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses 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 June 2, 2022, at Pasadena, California.



Sophia Hanneyan

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On June 3, 2022, I served the foregoing document described as

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

for the following case: **Calvi vs. Compass Health Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-824934-21**
Court Case No.: 20CV-0516 (Consolidated with Lead Case
20CV-0427)
San Luis Obispo Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 June 3, 2022, at Pasadena, California.



Sophia Hanneyan