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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**JUNO CHUA, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

BEECAN HEALTH LLC, a California
Limited Liability Company; SERRANO
POST ACUTE, LLC, a California Limited
Liability Company; CORONA POST
ACUTE, LLC, a California Limited Liability
Company; CALIFORNIA POST ACUTE
LLC, a California Limited Liability
Company; LA FUENTE CARE POST
ACUTE LLC, a California Limited Liability
Company; MONROVIA POST ACUTE,
LLC, a California Limited Liability
Company; ROYAL GARDENS
HEALTHCARE, LLC, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV24458**REPRESENTATIVE ACTION
COMPLAINT FOR:**1. Civil Penalties Pursuant to Labor Code §
2699, *et seq.* for violations of Labor Code
§§ 201, 202, 203, 204 *et seq.*, 210, 221,
226(a), 226.7, 233, 246, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B)

1 Plaintiff Juno Chua (“PLAINTIFF”) on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants BEECAN HEALTH LLC,
8 SERRANO POST ACUTE, LLC, CORONA POST ACUTE, LLC, CALIFORNIA POST ACUTE LLC,
9 LA FUENTE CARE POST ACUTE LLC, MONROVIA POST ACUTE, LLC, ROYAL GARDENS
10 HEALTHCARE, LLC (“DEFENDANT”) seeking only to recover PAGA civil penalties for
11 himself, and on behalf of all current and former aggrieved employees that worked for
12 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
13 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
14 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
15 damages for those violations, but simply the civil penalties permitted by California Labor Code
16 § 2699.

17 2. California has enacted the PAGA to permit an individual to bring an action on
18 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
19 nature of this action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
21 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
22 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
23 complaint should be construed as attempting to obtain any relief that would not be available in
24 a PAGA-only action.

25 **THE PARTIES**

26
27 4. Defendant Beecan Health LLC is a California limited liability company that at all
28 relevant times mentioned herein conducted and continues to conduct substantial business in the

1 state of California.

2 5. Defendant Serrano Post Acute, LLC is a California limited liability company that
3 at all relevant times mentioned herein conducted and continues to conduct substantial business
4 in the state of California.

5 6. Defendant Corona Post Acute, LLC is a California limited liability company that
6 at all relevant times mentioned herein conducted and continues to conduct substantial business
7 in the state of California.

8 7. Defendant California Post Acute LLC is a California limited liability company that
9 at all relevant times mentioned herein conducted and continues to conduct substantial business
10 in the state of California.

11 8. Defendant La Fuente Care Post Acute LLC is a California limited liability company
12 that at all relevant times mentioned herein conducted and continues to conduct substantial
13 business in the state of California.

14 9. Defendant Monrovia Post Acute, LLC is a California limited liability company that
15 at all relevant times mentioned herein conducted and continues to conduct substantial business
16 in the state of California.

17 10. Defendant Royal Gardens Healthcare, LLC is a California limited liability company
18 that at all relevant times mentioned herein conducted and continues to conduct substantial
19 business in the state of California.

20 11. PLAINTIFF alleges there has existed a unity of interest and ownership between
21 Defendants Beecan Health LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, California Post
22 Acute LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute, LLC and Royal Gardens
23 Healthcare, LLC such that any individuality and separateness between the entities has ceased and
24 all Defendants are referred to herein as “DEFENDANT.”

25 12. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
26 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
27 and ownership between DEFENDANT such that any individuality and separateness between
28 the entities has ceased. Beecan Health LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC,

1 California Post Acute LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute, LLC and Royal
2 Gardens Healthcare, LLC and DOES 1-10 are therefore alter egos of each other. Adherence to
3 the fiction of the separate existence of DEFENDANT would permit an abuse of the corporate
4 privilege, and would promote injustice by protecting DEFENDANT from liability for the
5 wrongful acts committed by them.

6 13. PLAINTIFF further alleges that DEFENDANT are the alter egos of each other
7 for the following reasons:

8 (A) On the California Secretary of State's website
9 (<https://businesssearch.sos.ca.gov/>) Beecan Health LLC, Serrano Post Acute,
10 LLC, Corona Post Acute, LLC, California Post Acute LLC, La Fuente Care Post
11 Acute LLC, Monrovia Post Acute, LLC and Royal Gardens Healthcare, LLC
12 have the same entity address and/or mailing address and/or Agent for
13 Service of Process; and,

14 (B) On information and belief Beecan Health LLC, Serrano Post Acute, LLC,
15 Corona Post Acute, LLC, California Post Acute LLC, La Fuente Care Post Acute
16 LLC, Monrovia Post Acute, LLC and Royal Gardens Healthcare, LLC utilize
17 the same standardized employment forms and issue the same employment
18 policies and same pay stubs; and,

19 14. PLAINTIFF was employed by DEFENDANT from December of 2017 to July 4,
20 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
21 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
22 and overtime wages due for all time worked.

23 15. PLAINTIFF and such persons that may be added from time to time who satisfy
24 the requirements and exhaust the administrative procedures under the Private Attorney General
25 Act, brings this Representative Action on behalf of the State of California with respect to
26 himself and all individuals who are or previously were employed by Beecan Health LLC and/or
27 Serrano Post Acute, LLC, and/or Corona Post Acute, LLC and/or California Post Acute LLC and/or La
28 Fuente Care Post Acute LLC and/or Monrovia Post Acute, LLC and/or Royal Gardens Healthcare, LLC

1 in California and who were classified as non exempt employees (“AGGRIEVED
2 EMPLOYEES”) during the time period of March 5, 2020 until a date as determined by the
3 Court (the "PAGA PERIOD").

4 16. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
5 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
6 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT’s
7 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233,
8 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
9 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
10 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
11 employees within the meaning of Labor Code § 2699, *et seq.*

12 17. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
14 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
15 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
16 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
17 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
18 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
19 responsible in some manner for one or more of the events and happenings that proximately
20 caused the injuries and damages hereinafter alleged.

21 18. The agents, servants and/or employees of the Defendants and each of them acting
22 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendants, and personally participated in the conduct
24 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
25 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
26 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
27 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants’
28 agents, servants and/or employees.

THE CONDUCT

19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and other AGGRIEVED EMPLOYEES to work without paying them for all the time they were under DEFENDANT's control. DEFENDANT required PLAINTIFF and the AGGRIEVED EMPLOYEES to work off the clock, including, but not limited to, time spent undergoing mandatory drug testing or any other testing and/or examination required as a condition of employment. DEFENDANT also required PLAINTIFF and the AGGRIEVED EMPLOYEES to work off the clock without paying them for all the time they performed post-shift duties, specifically by failing to provide enough labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. DEFENDANT failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the time they spent working after they had already clocked out of DEFENDANT's timekeeping system at the end of their work shifts. Additionally, from time to time, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time were not paid wages for all time worked, including overtime wages, such that in the aggregate employees were underpaid wages as a result of DEFENDANT's pattern and practice of unevenly rounding time worked by its employees. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by from time to time working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business records.

20. State law provides that employees must be paid overtime at one-and-one-half

1 times their “regular rate of pay.” PLAINTIFF and other AGGRIEVED EMPLOYEES were
2 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
3 employee’s performance.

4 21. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
5 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
6 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
7 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
8 hourly basis with incentive compensation when the employees met the various performance
9 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
10 overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
11 include the incentive compensation as part of the employees’ “regular rate of pay” for purposes
12 of calculating overtime pay. Management and supervisors described the incentive program to
13 potential and new employees as part of the compensation package. As a matter of law, the
14 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
15 be included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of
16 overtime compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES by
17 DEFENDANT.

18 22. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
19 EMPLOYEES were also from time to time unable to take off duty meal breaks and were not
20 fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES
21 were from time to time required to perform work as ordered by DEFENDANT for more than
22 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT
23 failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with a second off-duty
24 meal period from time to time in which these employees were required by DEFENDANT to
25 work ten (10) hours of work from time to time. PLAINTIFF and the other AGGRIEVED
26 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
27 accordance with DEFENDANT’s corporate policy and practice.

28 23. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES

1 were also required from time to time to work in excess of four (4) hours without being provided
2 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
3 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
4 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
5 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
6 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
7 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
8 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
10 DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage
11 Order requires employers to provide employees with off-duty rest periods, which the California
12 Supreme Court defined as time during which an employee is relieved from all work related
13 duties and free from employer control. In so doing, the Court held that the requirement under
14 California law that employers authorize and permit all employees to take rest period means that
15 employers must relieve employees of all duties and relinquish control over how employees
16 spend their time which includes control over the locations where employees may take their rest
17 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
18 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
19 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
20 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
21 leave the work premises during their rest period.

22 24. DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES with complete and accurate wage statements which failed to show, among other
24 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
25 employer shall furnish each of his or her employees with an accurate itemized wage statement
26 in writing showing, among other things, gross wages earned and all applicable hourly rates in
27 effect during the pay period and the corresponding amount of time worked at each hourly rate.
28 PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on an hourly basis. As such,

1 the wage statements should reflect all applicable hourly rates during the pay period and the total
2 hours worked, and the applicable pay period in which the wages were earned pursuant to
3 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
4 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
5 specifically, the wage statements failed to identify the accurate total hours worked each pay
6 period. When the hours shown on the wage statements were added up, they did not equal the
7 actual total hours worked during the pay period. Aside, from the violations listed above,
8 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
9 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
10 time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements
11 which violated Cal. Lab. Code § 226.

12 25. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
13 employment are due and payable twice during each calendar month, on days designated in
14 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
15 requires employers to pay employees all wages owed within seven (7) days of the close of the
16 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
17 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
18 payroll period.

19 26. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
20 to collect or receive from an employee any part of wages theretofore paid by said employer to
21 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
22 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
23 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
24 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
25 and thereby failed to pay these employees all wages due at each applicable pay period and upon
26 termination. PLAINTIFF and the other AGGRIEVED EMPLOYEES seek recovery of all
27 illegal deductions from wages according to proof, related penalties, interest, attorney fees and
28 costs.

1 27. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
2 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
3 and other non-exempt employees earn non-discretionary remuneration. Rather than pay sick
4 pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
5 AGGRIEVED EMPLOYEES at their base rates of pay.

6 28. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
8 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
9 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
10 2802, employers are required to indemnify employees for all expenses incurred in the course
11 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
12 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
13 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
14 directions of the employer, even though unlawful, unless the employee, at the time of obeying
15 the directions, believed them to be unlawful."

16 29. In the course of their employment PLAINTIFF and other AGGRIEVED
17 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
18 cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
21 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
22 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
23 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
24 for the benefit of DEFENDANT.

25 30. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
27 a matter of company policy, practice and procedure, intentionally and knowingly failed to
28 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed meal and rest

1 periods. This policy and practice of DEFENDANT is intended to purposefully avoid the
2 payment for all time worked as required by California law which allows DEFENDANT to
3 illegally profit and gain an unfair advantage over competitors who complied with the law. To
4 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
5 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

6 31. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
7 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which fails
8 to accurately calculate and record all missed meal and rest periods and failed to pay all
9 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
10 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's
11 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
12 burden, DEFENDANT fails to properly calculate and/or pay all required compensation for work
13 performed by the AGGRIEVED EMPLOYEES and violated the California Labor Code and
14 regulations promulgated thereunder as herein alleged.

15 32. All of the conduct and violations alleged herein occurred during the PAGA
16 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
17 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
18 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
19 AJDAR 12157 (Certified for Publication 12/19/18).

20 21 **JURISDICTION AND VENUE**

22 33. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure, Section 410.10.

24 34. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
26 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
27 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
28 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the

1 AGGRIEVED EMPLOYEES.

2
3 **FIRST CAUSE OF ACTION**

4 **For Violation of the Private Attorneys General Act**

5 **[Cal. Lab. Code §§ 2698, *et seq.*]**

6 **(By PLAINTIFF and Against All Defendants)**

7 35. PLAINTIFF realleges and incorporates by this reference, as though fully set
8 forth herein, the prior paragraphs of this Complaint.

9 36. PAGA is a mechanism by which the State of California itself can enforce state
10 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
11 the state's labor law enforcement agencies. An action to recover civil penalties under
12 PAGA is fundamentally a law enforcement action designed to protect the public and not to
13 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
14 but to create a means of "deputizing" citizens as private attorneys general to enforce the
15 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
16 public interest to allow aggrieved employees, acting as private attorneys general to recover
17 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
18 claims cannot be subject to arbitration.

19 37. PLAINTIFF, and such persons that may be added from time to time who
20 satisfy the requirements and exhaust the administrative procedures under the Private
21 Attorney General Act, brings this Representative Action on behalf of the State of California
22 with respect to himself and all individuals who are or previously were employed by Beecan
23 Health LLC and/or Serrano Post Acute, LLC, and/or Corona Post Acute, LLC and/or California
24 Post Acute LLC and/or La Fuente Care Post Acute LLC and/or Monrovia Post Acute, LLC and/or
25 Royal Gardens Healthcare, LLC in California and who were classified as non exempt
26 employees ("AGGRIEVED EMPLOYEES") during the time period of March 5, 2020 until
27 a date as determined by the Court (the "PAGA PERIOD").

28 38. On March 5, 2021, PLAINTIFF gave written notice by electronic mail to the

1 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
2 employer of the specific provisions of this code alleged to have been violated as required by
3 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
4 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
5 now commence a representative civil action under PAGA pursuant to Section 2699 as the
6 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
7 defined.

8 39. The policies, acts and practices heretofore described were and are an unlawful
9 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
10 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to
11 properly record and provide legally required meal and rest periods, (c) failed to pay
12 minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to
13 reimburse employees for required expenses, and (f) failed to pay wages when due, all in
14 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204
15 *et seq.*, 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
16 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
17 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
18 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
19 Labor Code Private Attorney General Act of 2004 as the representative of the State of
20 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
21 EMPLOYEES.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

- 25 1. On behalf of the State of California and with respect to all AGGRIEVED
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: July 1, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff