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individually and on behalf of all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

SARA FRANCO, individually and on behalf  
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,  
INC., a California Corporation; RANCHO  
HEALTH MSO, INC., a Delaware  
Corporation; and DOES 1 to 100, inclusive,

Defendants.

**Case No. CVRI2102264**

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR  
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

**DEMAND FOR JURY TRIAL**

Plaintiff SARA FRANCO ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Complaint against Defendants RANCHO FAMILY MEDICAL GROUP, INC., a California Corporation; RANCHO HEALTH MSO, INC., a Delaware Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

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1 **INTRODUCTION**

2 1. This is a class action lawsuit brought by Plaintiff for failure to provide overtime wages,  
3 failure to pay all minimum wages, meal and rest period violations, failure to reimburse expenses, wage  
4 statement violations, waiting time penalties, and unfair competition. Plaintiff has also alleged a Private  
5 Attorneys General Act ("PAGA") cause of action.

6 **JURISDICTION AND VENUE**

7 2. The Riverside County Superior Court has jurisdiction in this matter pursuant to California  
8 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,  
9 California Business and Professions Code, and Wage Order No. 4.

10 3. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that some  
11 of the wrongful acts and violations of law asserted herein occurred within Riverside County.  
12 Additionally, Defendants' obligation to pay wages, including violations of California Labor Code and  
13 the applicable Industrial Welfare Commission Wage Order ("Wage Order") arose in Riverside County  
14 pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

15 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the  
16 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself  
17 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written  
18 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on  
19 approximately April 29, 2021. Plaintiff provided facts and legal bases for her claims within the notice to  
20 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff  
21 submitted the \$75.00 filing fee. The April 29, 2021, notice was also sent via certified mail to  
22 Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not  
23 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and  
24 believes that she has exhausted all administrative remedied pursuant to the Private Attorneys General  
25 Act and may bring this action on behalf of herself and all similarly situated employees (*i.e.* Aggrieved  
26 Employees). *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134  
27 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

**PARTIES**

5. SARA FRANCO is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, RANCHO FAMILY MEDICAL GROUP, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, RANCHO HEALTH MSO, INC., is now and/or at all times mentioned in this Complaint was a Delaware Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the alter egos of each of the other Defendants named herein, corporate, or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

1 **CLASS ALLEGATIONS**

2 13. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all  
3 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.  
4 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

5 Plaintiff and all similarly situated, non-exempt employees who have or  
6 continue to work for Defendants in California from May 10, 2017, to the  
7 present.

8 14. This action has been brought and may be properly maintained as a class action,  
9 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-  
10 defined community of interests in the litigation and the proposed class is easily ascertainable.

11 (a) Numerosity: The putative class is so numerous that the individual joinder of all members  
12 is impracticable under the circumstances of this case. While the exact number of class  
13 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that  
14 Defendants have employed as many as five hundred (500) individuals falling within the  
15 above stated class definition throughout the State of California during the applicable  
16 statute of limitations, who were subjected to the policies and practices outlined in this  
17 Complaint. As such, joinder of all members of the putative class is not practicable.

18 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
19 members of the putative class and predominate over questions that affect only individual  
20 members of the class. These common questions of law and fact include, without  
21 limitation, the following:

- 22 i. Whether Defendants paid putative class members for all hours worked;  
23 ii. Whether Defendants paid all overtime wages owed;  
24 iii. Whether Defendants failed to correctly calculate putative class members' regular  
25 rate of pay;  
26 iv. Whether Defendants maintained accurate payroll records;  
27 v. Whether Defendants failed to authorize and permit all meal and rest periods;  
28

- 1 vi. Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
2 class members were not authorized and permitted to take all meal and rest periods  
3 owed;
- 4 vii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
5 class members received all reimbursements owed;
- 6 viii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
7 class members received all minimum and overtime wages due;
- 8 ix. Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
9 class members received all wages, due and owing, at the time of their termination  
10 or separation; and
- 11 x. Whether Defendants provided Plaintiff and putative class members with wage  
12 statements that complied with Labor Code section 226.

13 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative  
14 class. The putative class also sustained damages arising out of Defendants' common  
15 course of conduct in violation of the law as complained of herein. Plaintiff and all  
16 members of the putative class were non-exempt employees who were not paid minimum  
17 and overtime wages, meal and rest period premiums, and reimbursements arising out of  
18 Defendants' common course of conduct in violation of the law, as complained of herein.  
19 Additionally, Defendants issued Plaintiff and all members of the putative class wage  
20 statements that did not comply with Labor Code section 226. As a result, Plaintiff and  
21 each member of the putative class have suffered the same type of harm and seek the same  
22 type of recovery based on the same legal theories.

23 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the  
24 putative class. For all relevant times, Plaintiff resided in California and worked for  
25 Defendants in California. Moreover, Plaintiff is an adequate representative of the  
26 putative class as Plaintiff has no interests that are adverse to those of putative class  
27 members. Additionally, Plaintiff has retained counsel who has substantial experience in  
28 complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient  
2 adjudication of the controversy since individual joinder of all members of the putative  
3 class is impracticable. Class action treatment will permit a larger number of similarly  
4 situated persons to prosecute their common claims in a single forum simultaneously,  
5 efficiently, and without the unnecessary duplication of effort and expense that numerous  
6 individual actions would engender. Further, as damages suffered by each individual  
7 member of the class may be relatively small, the expenses and burden of the individual  
8 litigation would make it difficult or impossible for individual members of the class to  
9 redress the wrongs done to them, and an important public interest will be served by  
10 addressing the matter as a class action. The cost to the court system of adjudication of  
11 such individualized litigation would be substantial. Individualized litigation would also  
12 present the potential for inconsistent or contradictory judgments.

13 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the  
14 management of this action that would preclude its maintenance as a class action.

#### 15 GENERAL ALLEGATIONS

16 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully  
17 set forth herein.

18 17. Plaintiff worked for Defendants from approximately September 2017 through March  
19 2021, as a non-exempt appointment clerk and registration coordinator. Defendants operate a family  
20 medical practice in twelve (12) different locations across California.

21 18. When Defendants first hired Plaintiff, she worked out of the Single Oak location in  
22 Temecula, until she transferred to the Cal Oaks location in Murrieta. When Defendants terminated  
23 Plaintiff in March 2021, she was making \$18.00 per hour, not including an additional bonus of .40 per  
24 hour for being Spanish speaker and a productivity/shift lead bonus.

25 19. Similarly situated employees also worked for Defendants as non-exempt employees.  
26 Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day and/or forty  
27 (40) hours in a week, incurring overtime. Plaintiff and similarly situated employees were also paid non-  
28

1 discretionary remuneration, such as bonuses, for speaking Spanish and other types of merit and  
2 productivity bonuses.

3 20. Due to Defendants' policies and staffing and workflow issues, Plaintiff and similarly  
4 situated employees were not authorized and permitted to take all meal and rest periods they were entitled  
5 to, being paid meal period premiums on occasions. Additionally, Defendants did not correctly  
6 incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff and similarly  
7 situated employees' regular rate of pay when calculating overtime, double time, meal and rest period  
8 premiums, or sick leave pay.

9 21. With respect to sick leave pay, Plaintiff and similarly situated employees, like all  
10 employees in California, had paid sick leave available to them under the Healthy Workplaces Healthy  
11 Families Act of 2014. Plaintiff and similarly situated employees took sick days and used the paid sick  
12 leave available to them. Plaintiff and similarly situated employees also earned nondiscretionary  
13 remuneration, such as bonuses, from Defendants. During those instances where Defendants paid  
14 Plaintiff nondiscretionary remuneration, such as bonuses, and Plaintiff and similarly situated employees  
15 used paid sick leave, Defendants failed to pay the sick leave at the correct regular rate of pay.  
16 Defendants failed to incorporate the value of nondiscretionary remuneration, such as bonuses, into  
17 Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying paid sick  
18 leave. As a result, Plaintiff and similarly situated employees were not paid all wages owed to them.

19 22. Defendants also failed to pay Plaintiff and similarly situated employees for all hours  
20 worked. Plaintiff and similarly situated employees would often have to wait up to five (5) minutes after  
21 they arrived at work for the computer to boot up and allow them to clock in. Plaintiff and similarly  
22 situated employees were not paid for this time. As a result, Plaintiff and similarly situated employees  
23 were not paid at least the minimum wage for each hour they worked. Defendants also failed to maintain  
24 accurate records of the hours Plaintiff and similarly situated employees worked.

25 23. Defendants further failed to pay Plaintiff and similarly situated employees for use of their  
26 personal cell phones for work purposes until approximately March 2021, when they started paying  
27 employees \$15.00 per pay period for cell phone reimbursement.

1           24.     Finally, Defendants failed to provide Plaintiff and similarly situated employees with  
2 legally compliant paystubs. The wage statements Defendants issued to Plaintiff and similarly situated  
3 employees did not state the correct amount of gross and net wages earned and all applicable hourly rates  
4 in effect. As a result, Plaintiff and similarly situated employees were not able to determine the total  
5 wages owed to them from their paystubs alone.

6           25.     At the time of Plaintiff's and similarly situated employees' separation or termination,  
7 they had wages due and owing to them. To date, Defendants have not paid these wages to Plaintiff and  
8 similarly situated employees.

9                                   **CAUSES OF ACTION**

10                                   **FIRST CAUSE OF ACTION**  
11                                   **FAILURE TO PAY OVERTIME WAGES**  
                                     **(As to all Defendants)**

12           26.     Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully  
13 set forth herein.

14           27.     During the period Plaintiff was employed by Defendants, Defendants were required to  
15 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of  
16 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
17 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 4, section (3)(A);  
18 Cal. Lab. Code §§ 510, 1194.

19           28.     Plaintiff and similarly situated employees worked in excess of eight (8) hours per day  
20 and/or forty (40) hours per week on several occasions while employed by Defendants. However,  
21 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours  
22 worked at their regular rate of pay.

23           29.     Plaintiff and similarly situated employees were not exempt from overtime protections  
24 employees under the California Wage Orders and Labor Code.

25           30.     As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
27 the extent pertinent as if set forth here in full.

28     //

**SECOND CAUSE OF ACTION**  
**FAILURE TO PAY MINIMUM WAGES**  
**(As to all Defendants)**

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

33. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**THIRD CAUSE OF ACTION**  
**MEAL PERIOD VIOLATIONS**  
**(As to all Defendants)**

35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully set forth herein.

36. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

37. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

38. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

39. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

40. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**FOURTH CAUSE OF ACTION**  
**REST PERIOD VIOLATIONS**  
**(As to all Defendants)**

42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully set forth herein.

43. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

44. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

45. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

46. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**FIFTH CAUSE OF ACTION**  
**WAGE STATEMENT VIOLATIONS**  
**(As to all Defendants)**

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

50. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees

1 suffered confusion over whether they received all wages owed and were prevented from effectively  
2 challenging information on their wage statements.

3 51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
5 incorporated here to the extent pertinent as if set forth here in full.

6 **SIXTH CAUSE OF ACTION**  
7 **WAITING TIME PENALTIES**  
8 **(As to all Defendants)**

9 52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully  
10 set forth herein.

11 53. An employer must pay an employee who is terminated all unpaid wages immediately  
12 upon termination. *See* Cal. Lab. Code § 201.

13 54. An employer must pay an employee who resigns all unpaid wages within seventy-two  
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 55. Plaintiff and similarly situated employees did not receive all wages, including minimum  
16 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or  
17 within the required time after their separation from employment.

18 56. An employer who willfully fails to pay an employee wages in accordance with California  
19 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)  
20 days. *See* Cal. Lab. Code § 203.

21 57. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'  
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff  
23 and similarly situated employees were not paid for all regular and overtime hours, as they authorized the  
24 practices and policies denying these wages. Such conduct shows Defendant had knowledge of earned,  
25 but unpaid wages at the time of separation, yet Defendant still refused to pay the remaining wages owed.  
26 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation,  
27 yet Defendants still refused to pay the remaining wages owed.

28 58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by

thirty (30) days for Defendants' failure to pay all wages due.

**SEVENTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE EXPENSES**  
**(As to all Defendants)**

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. California Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

61. Defendants required Plaintiff and similarly situated employees to use their personal cell phones for work purposes but failed to reimburse them for such use.

62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**EIGHTH CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(As to all Defendants)**

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

65. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter.

66. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to

1 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

2 67. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the  
3 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to  
4 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code  
5 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an  
6 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

7 **NINTH CAUSE OF ACTION**  
8 **PRIVATE ATTORNEYS GENERAL ACT**  
9 **(As to all Defendants)**

10 68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully  
11 set forth herein.

12 69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the  
13 following provisions of the Labor Code in their dealings with her and other similarly situated current  
14 and former employees:

- 15 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay  
16 Overtime Wages);
- 17 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay  
18 Minimum Wages);
- 19 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)  
20 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- 21 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide  
22 Rest Periods or Pay Premiums in Lieu Thereof);
- 23 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage  
24 Statements);
- 25 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- 26 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of  
28 Work in Any Industrial Welfare Commission Order);
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and

- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave).

70. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

### **DAMAGES**

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
  - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

//

1           6.     As to the Fifth Cause of Action:

- 2           a.     Penalties as provided for in Labor Code section 226, including the greater of all  
3                 actual damages or fifty dollars (\$50.00) for the initial pay period in which the  
4                 violation occurred and one hundred dollars (\$100.00) per employee for each  
5                 violation in the subsequent pay periods, but not to exceed four thousand dollars  
6                 (\$4,000.00);
- 7           b.     For reasonable attorney's fees and costs incurred pursuant to Labor Code section  
8                 226(e);

9           7.     As to the Seventh Cause of Action:

- 10          a.     An amount to be proven at trial;
- 11          b.     For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12          8.     As to the Ninth Cause of Action:

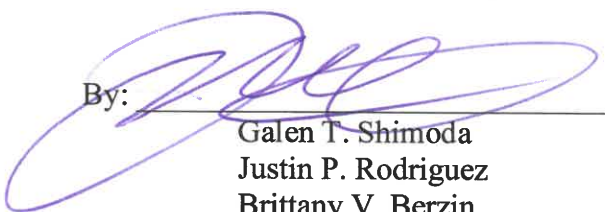
- 13          a.     For civil penalties as provided for in the Labor Code for each enumerated  
14                 violation;
- 15          b.     For those Labor Code sections, the violation of which there is no civil penalty  
16                 provided, the default penalty provided in Labor Code section 2699(f): for any  
17                 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay  
18                 period; For any subsequent violation, two hundred dollars (\$200) for each  
19                 aggrieved employee per pay period;
- 20          c.     Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21          d.     For any other remedies as allowed by law and/or deemed appropriate by the  
22                 Court;

23          8.     For such other and further relief as this Court may deem just and proper,  
24                 including, but not limited to:

- 25          a.     Wages as proved at trial;
- 26          b.     Injunctive and Declaratory relief;
- 27          c.     Attorney's fees and costs as provided for by law; and
- 28          d.     Interest.

1 Dated: July 7, 2021

**Shimoda Law Corp.**

2  
3 By: 

4 Galen T. Shimoda  
5 Justin P. Rodriguez  
6 Brittany V. Berzin  
7 Jessica L. Hart  
8 Attorneys for Plaintiff  
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1 *Franco v Rancho Family Medical Group, Inc., et al.*  
2 *Riverside County Superior Court of California CVRI2102264*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**  
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Rylee K. Fonseca, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to  
7 the within above-entitled action.

8 On July 7, 2021, I served the following documents on the party below:

- 9 • First Amended Complaint

|                                                                                                                                                                                                                                                                                                                                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10 Marjorie Soto<br>11 Yesenia Gallegos<br>12 McDermott Will & Emery LLP<br>13 2049 Century Park East Suite 3200<br>14 Los Angeles, CA 90067<br>15 Phone: (310) 277-4110<br>16 Fax: (310) 277-4730<br>17 Email: <a href="mailto:mcsoto@mwe.com">mcsoto@mwe.com</a><br>18 <a href="mailto:Ygallegos@mwe.com">Ygallegos@mwe.com</a><br>19 <a href="mailto:Kmay@mwe.com">Kmay@mwe.com</a> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

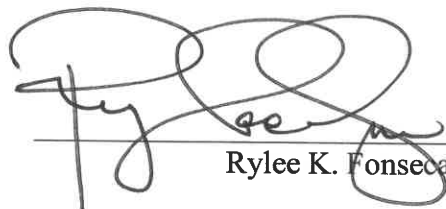
20 [XXX] [By Mail] I am familiar with my employer's practice for the collection and  
21 processing of correspondence for mailing with the United States Postal  
22 Service and that each day's mail is deposited with the United States Postal  
23 Service that same day in the ordinary course of business. On the date set  
24 forth above, I served the aforementioned document(s) on the parties in  
25 said action by placing a true copy thereof enclosed in a sealed envelope  
26 with postage thereon fully prepaid, for collection and mailing on this date,  
27 following ordinary business practices, at Elk Grove, California, addressed  
28 as set forth above.

20 [ ] [By Personal Service] By personally delivering a true copy thereof to the  
21 office of the addressee above.

22 [ ] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown  
23 above. No error was reported by the e-mail service that I used.

24 [ ] [By Overnight Courier] By causing a true copy and/or original thereof to  
25 be personally delivered via the following overnight courier service: \_\_\_\_.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing  
27 is true and correct, and that this declaration was executed on July 7, 2021, at Elk Grove, California.

28   
Rylee K. Fonseca