

Carolyn Hunt Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Michelle S. Lin (SBN 315691)  
Philippe M. Gaudard (SBN 331744)  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Tel: (415) 421-7100  
Fax: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedlestein@schneiderwallace.com  
mlim@schneiderwallace.com  
pgaudard@schneiderwallace.com

*Attorney for Plaintiff, on behalf of the  
State of California and Aggrieved Employees*

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**08/26/2021**  
**Clerk of the Court**  
BY: ANGELICA SUNGA  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

**CGC-21-594853**

MYESHA WILLIAMS, on behalf of the  
State of California and Aggrieved  
Employees;

*Plaintiff,*

vs.

VIBRA HEALTHCARE LLC; VIBRA  
REHABILITATION HOSPITAL OF  
RANCHO, LLC; GALE HEALTHCARE  
SOLUTIONS LLC; and REALTIME PEO II,  
LLC.

*Defendants.*

Case No.

**COMPLAINT FOR PENALTIES  
PURSUANT TO SECTIONS 2699(a)  
and (f) OF THE CALIFORNIA  
PRIVATE ATTORNEYS GENERAL  
ACT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Myesha Williams (“Plaintiff”), on behalf of the State of California and Aggrieved  
2 Employees, alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Vibra Healthcare LLC  
5 (“Vibra Healthcare”), Vibra Rehabilitation Hospital of Rancho, LLC (“Vibra Rehabilitation”),  
6 (collectively “Vibra”), Realtime PEO II, LLC (“Realtime PEO”), and Gale Healthcare Solutions  
7 LLC (“Gale Healthcare”) (collectively “Defendants”) on behalf of the State of California to  
8 collect statutory penalties as a result of Defendants’ systematic violations of California labor law  
9 with respect to non-exempt, hourly workers employed in California by Vibra, including those  
10 recruited and hired by Gale Healthcare and assigned to work for Vibra (the “Aggrieved  
11 Employees”).

12 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly  
13 workers of Defendants. Plaintiff and Aggrieved Employees are employed by Defendants as  
14 healthcare providers, including but not limited to registered nurses, certified nursing assistants,  
15 licensed vocational nurses, licensed practical nurses, and other non-managerial workers with  
16 similar job duties at Vibra’s facilities throughout California.<sup>1</sup>

17 3. Plaintiff and Aggrieved Employees bring this action against Defendants to  
18 challenge Defendants’ policies and practices of (1) failing to make available, authorize and/or  
19 permit Plaintiff and Aggrieved Employees to take compliant meal breaks which they are entitled  
20 by law and failing to make premium payments for those non-compliant meal periods; (2) failing  
21 to make available, authorize and/or permit Plaintiff and Aggrieved Employees to take rest breaks  
22 which they are entitled by law and failing to make premium payments for those non-compliant  
23 rest periods, (3) failing to pay Plaintiff and Aggrieved Employees minimum wage for all hours

---

24  
25 <sup>1</sup> Although Plaintiff is a former employee, Aggrieved Employees include current and former  
26 employees. For ease of discussion, the allegations herein are made in the present tense.

1 worked; (4) failing to pay Plaintiff and Aggrieved Employees overtime wages; (5) making  
2 improper and unlawful deductions from Plaintiff and Aggrieved Employees' wages, (6) failing  
3 to provide Plaintiff and Aggrieved Employees accurate, itemized wage statements, and (7)  
4 failing to timely pay Plaintiff and Aggrieved Employees full wages upon separation from  
5 employment.

6 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and  
7 reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the  
8 California Labor Code Private Attorneys General Act ("PAGA").

9 **PARTIES**

10 5. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly  
11 workers employed by Vibra, including those recruited and hired by Gale Healthcare and assigned  
12 to work for Vibra. Plaintiff and Aggrieved Employees are employed by Defendants as healthcare  
13 providers, including but not limited to registered nurses, certified nursing assistants, licensed  
14 vocational nurses, licensed practical nurses, and other non-managerial workers with similar job  
15 duties at Vibra's facilities throughout California.

16 6. Plaintiff is an individual over the age of eighteen, and at all times mentioned in  
17 this Complaint was a resident of the State of California.

18 7. Plaintiff was employed as a licensed vocational nurse by Defendants from  
19 approximately December 2019 through November 2020 and was compensated at an hourly rate  
20 of \$36.00. Plaintiff was recruited and hired by Gale Healthcare and was assigned to work for  
21 Vibra at Vibra Rancho located in Rancho Mirage, California.

22 8. Defendant Vibra Healthcare is and was at all times relevant herein a Delaware  
23 limited liability corporation with its principal place of business located in Mechanicsburg,  
24 Pennsylvania. Vibra Healthcare does business in the State of California, and employs workers,  
25 including Plaintiff and Aggrieved Employees, in the state of California through its subsidiaries  
26  
27

1 Vibra Rehabilitation Hospital of Rancho, LLC, Vibra Rehabilitation Hospital of Sacramento,  
2 LLC, Vibra Hospital of San Diego, LLC, Vibra Hospital of San Bernardino LLC, Vibra Hospital  
3 of Sacramento, LLC, and Kentfield Rehabilitation Hospital Pharmacy Limited Partnership.

4 9. Plaintiff is informed, believes, and thereon alleges that Vibra owns and operates  
5 healthcare facilities, including, without limitations, hospitals and rehabilitation centers,  
6 throughout California, including in San Francisco County. Plaintiff is informed, believes, and  
7 thereon alleges that Defendants employ Aggrieved Employees, throughout California, including  
8 in San Francisco County.

9 10. Defendant Vibra Rancho is and was at all times relevant herein a Delaware limited  
10 liability company with its principal place of business located in Mechanicsburg, Pennsylvania.  
11 Vibra Rancho is registered to do business in the State of California, does business in the State of  
12 California, and employs workers, including Plaintiff and Aggrieved Employees, in the State of  
13 California. Vibra Rancho is owned and operated by Vibra Healthcare.

14 11. Plaintiff is informed, believes, and thereon alleges that Defendant Vibra Rancho  
15 is part of the general medical and surgical hospitals industry. Plaintiff is informed, believes, and  
16 thereon alleges that Vibra Rancho is a medical rehabilitation facility located in Rancho Mirage,  
17 California. Vibra Rancho is a rehabilitation hospital that focuses on treating people recovering  
18 from debilitating injuries, illnesses, surgeries, and chronic medical conditions. Vibra Rancho  
19 conducts extensive activities and employs hundreds of workers in California.

20 12. Defendant Realtime PEO is and was at all times relevant herein a Florida limited  
21 liability company with its principal place of business located in Winter Park, Florida. Realtime  
22 PEO is registered to do business in the State of California, does business in the State of  
23 California, and employs workers, including Plaintiff and Aggrieved Employees, in the State of  
24 California.

1           13. Plaintiff is informed, believes, and thereon alleges that Defendant Realtime PEO  
2 is part of the management, scientific, and technical consulting services industry. Realtime PEO  
3 provides payroll administration, human resources, employee benefits, and risk management  
4 services to small and medium sized businesses, including Vibra, throughout the United States  
5 and the State of California. Realtime PEO conducts extensive activities in the State of California.

6           13. Defendant Gale Healthcare is and was at all times relevant herein a Florida limited  
7 liability company with its principal place of business located in Tampa, Florida. Gale Healthcare  
8 is registered to do business in the state of California, does business in the State of California,  
9 and employs workers, including Plaintiff and Aggrieved Employees, in the State of California.

10          14. Plaintiff is informed, believes, and thereon alleges that Gale Healthcare is a  
11 staffing agency that contracts with several healthcare facilities in need of clinical support  
12 throughout the United States, including California, to provide staffing services by hiring  
13 healthcare workers and assigning them to work for one of the several corporations with which it  
14 contracts. Gale Healthcare employs and assigns hundreds of workers at healthcare facilities  
15 located in California, including at Vibra's healthcare facilities.

16          15. Plaintiff is informed, believes, and thereon alleges that Defendants jointly  
17 exercised control over the operations of its agents, managers, and employees throughout all its  
18 sites and facilities in California, including over Plaintiff and Aggrieved Employees with respect  
19 to their employment.

20          16. At all relevant times, Defendants have done business under the laws of California,  
21 and have employed Aggrieved Employees in this judicial district. Defendants are "person[s]" as  
22 defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also  
23 "employer[s]" as that term is used in the Labor Code, and IWC Wage Orders regulating wages,  
24 hours, and working conditions.

1           17. Defendants employ Aggrieved Employees, because Defendants, directly or  
2 indirectly, control the employment terms, pay practices, timekeeping practices, and daily work  
3 of Plaintiff and Class members.

4                                   **JURISDICTION AND VENUE**

5           18. Venue is proper in this County pursuant to Code of Civil Procedure § 393(a).  
6 Defendants conduct business, have jobsites, and employ Aggrieved Employees in this County,  
7 as a result, the causes of action asserted arose in whole or in part in this County.

8           19. This Court has jurisdictions over Plaintiff's claims for penalties pursuant to the  
9 PAGA. The Court also has jurisdiction over Defendants because they are companies authorized  
10 to do business in the State of California, and because Defendants in fact do business and employ  
11 workers in the State of California.

12                                   **FACTUAL ALLEGATIONS**

13           20. Plaintiff worked as a non-exempt licensed vocational nurse for Defendants at  
14 Vibra Rancho. Plaintiff was recruited and hired by Gale Healthcare and assigned to work for  
15 Vibra. Plaintiff was employed by Defendants from approximately December 2019 to November  
16 2020 and was compensated at an hourly rate of \$36.00 per hour.

17           21. Plaintiff worked approximately twelve hours per day and five to seven shifts per  
18 week. Plaintiff worked approximately sixty to eighty-four hours per week.

19           22. Plaintiff is informed, believes, and thereon alleges that Aggrieved Employees were  
20 and are employed by Defendants in a similar manner throughout California, including in this  
21 County, and perform work materially similar to Plaintiff. Defendants pay and/or paid Aggrieved  
22 Employees, including Plaintiff, on an hourly rate basis.

23           23. Plaintiff is informed, believes, and thereon alleges that the policies and practices  
24 of Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees,  
25 regardless of facility or location in California.

1           24.     Plaintiff and Aggrieved Employees are required to follow and abide by common  
2 work, time, and pay policies and procedures in the performance of their jobs and duties.

3           25.     At the end of each pay period, Plaintiff and Aggrieved Employees receive wages  
4 from Defendants that are determined by common systems and methods that Defendants select  
5 and control.

6           26.     Plaintiff is informed, believes, and thereon alleges that each and every one of the  
7 acts and omissions alleged herein were performed by, and/or attributable to, Defendants, each  
8 acting as agents and/or employees, and/or under the direction and control of each of the other,  
9 and that said acts and failures to act were within the course and scope of said agency,  
10 employment and/or direction and control.

11           27.     As a matter of policy, Defendants routinely fail to make available or permit  
12 Plaintiff and Aggrieved Employees to take state-mandated rest breaks of at least ten minutes per  
13 every four hours of work. Plaintiff and Aggrieved Employees are responsible for many high-  
14 acuity patients and have to disperse several medications on a strict schedule. Due to chronic  
15 understaffing by Defendants, and the high patient load, there are frequently not enough providers  
16 available to cover Plaintiff and Aggrieved Employees' patients and enable them to take breaks.  
17 Ultimately, Plaintiff and Aggrieved Employees are given too much work and are too busy during  
18 the day to have time to take bona fide rest breaks.

19           28.     Despite these recurring violations, Defendants do not provide Plaintiff and  
20 Aggrieved Employees with premium pay for missed rest periods.

21           29.     Plaintiff is informed, believes, and thereon alleges that the same rest break policies,  
22 practices, and procedures are used across all Defendants' facilities throughout California.

23           30.     Similarly, Defendants do not permit, authorize, or make available to Plaintiff and  
24 Aggrieved Employees compliant 30-minute meal periods by the end of the fifth hour of work.  
25 As mentioned above, Plaintiff and Aggrieved Employees are responsible for many high-acuity  
26  
27

1 patients and have to disperse several medications on a strict schedule. Due to chronic  
2 understaffing by Defendants, and the high patient load, there are frequently not enough providers  
3 available to cover Plaintiff and Aggrieved Employees' patients and enable them to have time to  
4 take bona fide meal breaks. In practice, Plaintiff and Aggrieved Employees are routinely unable  
5 to even attempt to take a meal break at all.

6 31. For the same reason, Defendants also fail to provide Plaintiff and Aggrieved  
7 Employees with second meal breaks for each shift lasting ten hours or more. Plaintiff and  
8 Aggrieved Employees routinely work in excess of ten hours per day, in fact Plaintiff and  
9 Aggrieved Employees typically work ten to twelve hours per shift, yet Defendants' policies and  
10 practices require Plaintiff and Aggrieved Employees to systematically skip their second meal  
11 breaks.

12 32. Despite these recurring violations, Defendants do not provide Plaintiff and  
13 Aggrieved Employees with premium pay for missed, untimely, or non-compliant first and  
14 second meal periods.

15 33. Plaintiff is informed, believes, and thereon alleges that the same meal periods  
16 policies, practices, and procedures are used across all Defendants' facilities in California.

17 34. Defendants also routinely fail to compensate Plaintiff and Aggrieved Employees  
18 for all hour worked. Plaintiff and Aggrieved Employees are not permitted to log the actual  
19 number of hours they work each day and therefore are not compensated for all time worked and  
20 spent under the control and supervision of Defendants, *i.e.*, time spent for the benefit of  
21 Defendants.

22 35. For instance, Defendants direct Plaintiff and Aggrieved Employees to  
23 systematically clock out for their first and/or second meal periods but simultaneously require  
24 them to continue to work throughout the day without interruption. Therefore, Plaintiff and  
25 Aggrieved Employees are routinely forced to work during their entire first and/or second meal  
26  
27

1 period while off-the-clock, *i.e.*, post clocking out for their first and/or second meal period and  
2 before being permitted to clock back in upon the end of their first and/or second meal break.

3 36. As a result of these practices, Defendants deny Plaintiff and Aggrieved Employees  
4 compensation for all hours worked, including minimum wage and overtime compensation,  
5 resulting from Plaintiff and Aggrieved Employees off-the-clock work performed during clocked  
6 out meal periods.

7 37. Plaintiff and Aggrieved Employees work long hours, routinely in excess of eight  
8 hours per day and forty hours per week. In fact, as above mentioned, Plaintiff and Aggrieved  
9 Employees typically work ten to twelve hours per shift, five to seven shifts per week, for a total  
10 of approximately sixty to eighty-four hours per week; thus, the majority of the off-the-clock time  
11 worked should be compensated at overtime rates.

12 38. Plaintiff is informed, believes, and thereon alleges that such practices of not  
13 compensating employees for time worked during meal periods are used across all Defendants'  
14 facilities in California.

15 39. Defendants' common course of wage-and-hour abuse also includes routinely  
16 failing to maintain true and accurate records of the hours worked by Plaintiff and Aggrieved  
17 Employees. In particular, Defendants have failed to record hours that Plaintiff and Aggrieved  
18 Employees worked off-the-clock.

19 40. Defendant's failure to record all hours worked results in Defendants' failure to  
20 provide Plaintiff and Aggrieved Employees with itemized accurate wage statements as required  
21 by California law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect  
22 all hours worked, including overtime. Additionally, Plaintiff and Aggrieved Employees receive  
23 wage statement that do not reflect premium pay for non-compliant meal and rest periods.

24 41. Consequently, Defendants do not provide Aggrieved Employees, including  
25 Plaintiff, with full payment of all wages owed upon separation from employment. At the time  
26  
27

1 their employment ends, Plaintiff and Aggrieved Employees are owed wages for all time worked,  
2 including overtime, and premium pay for non-complaint meal and rest periods, whether their  
3 termination was voluntary or involuntary; yet Defendants have failed to provide Plaintiff and  
4 Aggrieved Employees with such payments within the required time period. As a result, and  
5 pursuant to the California Labor Code, Defendants are subject to waiting time penalties.

6 42. Further, Defendants improperly deduct a check preparation fee from Plaintiff's  
7 and Aggrieved Employees' wages. Defendants require Plaintiff and Aggrieved Employees to  
8 pay \$2.00 out of pocket in order to receive their daily paystubs. Plaintiff's wage statements  
9 reflect that this fee is listed as a "check fee." Such deductions amount to hundreds of dollars  
10 being improperly withheld from Plaintiff's and Aggrieved Employees' wages. Plaintiff and  
11 Aggrieved Employees are therefore deprived of substantial amounts of pay due to Defendants'  
12 practice of charging its employees check preparation fees in violation of California law.

13 43. Plaintiff is informed, believes, and thereon alleges that the same improper  
14 deduction policies are used across all Defendants' facilities in California.

15 44. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful  
16 conduct has been widespread, repeated, and consistent as to Aggrieved Employees and  
17 throughout Defendants' manufacturing and distribution operations in California.

18 **FIRST CAUSE OF ACTION**  
19 **Penalties Pursuant to § 2699(a) of the Private Attorneys General Act**  
20 **(On Behalf of the State of California and Aggrieved Employees)**

21 45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set  
22 forth herein.

23 46. Labor Code § 2699(a) provides:

24 Notwithstanding any other provision of law, any provision of this  
25 code that provides for a civil penalty to be assessed and collected by  
26 the Labor and Workforce Development Agency or any of its  
27 departments, divisions, commissions, boards, agencies or

employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

47. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

48. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until an action therefore is commenced; but the wages shall not continue for more than 30 days. .

49. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

50. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in compliance with Labor Code §§ 201-202, and to pay wages owed at the end of employment to Plaintiff and Aggrieved Employees in compliance with Labor Code § 203.

51. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, 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 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.

52. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

53. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3. In the alternative, Plaintiff seeks penalties in the amount established by Labor Code § 226(e), as prayed for herein.

54.

55. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. Sixty-four calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

57. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

**SECOND CAUSE OF ACTION**

**Penalties Pursuant to § 2699(f) of the Private Attorneys General Act  
(On Behalf of the State of California and Aggrieved Employees)**

59. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

60. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one 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.

61. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

62. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....” Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Order. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

63. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Order.

64. Labor Code § 510 provides, in relevant part:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an

1 employee. Any work in excess of 12 hours in one day shall be  
2 compensated at the rate of no less than twice the regular rate of pay  
3 for an employee. In addition, any work in excess of eight hours on  
4 any seventh day of a workweek shall be compensated at the rate of  
5 no less than twice the regular rate of pay of an employee. Nothing  
6 in this section requires an employer to combine more than one rate  
7 of overtime compensation in order to calculate the amount to be paid  
8 to an employee for any hour of overtime work.

65. Labor Code § 1197 provides:

7 The minimum wage for employees fixed by the commission or by  
8 any applicable state or local law, is the minimum wage to be paid to  
9 employees, and the payment of a lower wage than the minimum so  
10 fixed is unlawful. This section does not change the applicability of  
11 local minimum wage laws to any entity.

66. Labor Code § 1194 provides, in relevant part:

11 Notwithstanding any agreement to work for a lesser wage, any  
12 employee receiving less than the legal minimum wage or the legal  
13 overtime compensation applicable to the employee is entitled to  
14 recover in a civil action the unpaid balance of the full amount of this  
15 minimum wage or overtime compensation, including interest  
16 thereon, reasonable attorney's fees, and costs of suit.

67. Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants  
16 to authorize, permit, and/or make available timely and compliant meal and rest periods to its  
17 employees. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 prohibit employers  
18 from employing an employee for more than five hours without a meal period of not less than  
19 thirty minutes, and from employing an employee more than ten hours per day without providing  
20 the employee with a second meal period of not less than thirty minutes. Unless the employee is  
21 relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee  
22 is considered "on duty" and the meal period is counted as time worked under the applicable wage  
23 orders.

68. To the extent than any violation alleged herein does not carry penalties under  
25 Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for  
26  
27

1 Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the  
2 amounts established by Labor Code § 2699(f). Plaintiff seeks civil penalties under Labor Code  
3 § 2699(f) for Defendants' violations of Labor Code §§ 204, 224, 226.7, 510, 512, 1194, 1197,  
4 1198, as well as IWC Wage Orders 4-2001, and any other violation alleged herein does not carry  
5 penalties under Labor Code § 2699(a).

6 69. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with  
7 notice of her intention to file this claim. Sixty-five calendar days have passed without notice  
8 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil  
9 action in compliance with § 2699.3(a).

10 70. Plaintiff seeks the aforementioned penalties on behalf of the State, other  
11 Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

12 71. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of  
13 California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also  
14 entitled to an award of attorneys' fees and costs as set forth below.

15 72. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for relief as follows:

- 18 1. For the Court to declare, adjudge, and decree that Defendants have violated the  
19 California Labor Code as alleged herein;
  - 20 2. For an order awarding the State of California, Plaintiff, and Aggrieved  
21 Employees civil penalties provided under the PAGA;
  - 22 3. For an award of reasonable attorneys' fees as provided by the California Labor  
23 Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other  
24 applicable law;
  - 25 4. For interest as provided by applicable law;
- 26  
27

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7

Date: August 26, 2021

*Cathy Cottrell*

*Attorneys for Plaintiff, on behalf of the State of  
California and aggrieved Employees*