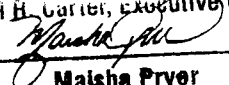


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Superior Court of California  
County of Los Angeles

AUG 06 2021

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9  
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES**

12 **CAMISHA PASCASCIO**, individually and on  
13 behalf of other persons similarly situated,

14 Plaintiff,

15 vs.

16 **EPIC CONTRACT AND PERMANENT**  
**PLACEMENT STAFFING, INC.**, a  
17 California corporation; **MEK LONG BEACH,**  
**LLC**, a California limited liability company;  
18 **NORWALK SKILLED NURSING &**  
**WELLNESS CENTRE, LLC**, a California  
19 limited liability company; **COUNTRY VILLA**  
**NURSING CENTER, INC.**, a California  
20 corporation; **PC CARE LLC**, a California  
limited liability company; and **DOES 1-50**,

21 Defendants.  
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Case No.: 21STCV26367

**CLASS ACTION**

**FIRST AMENDED COMPLAINT:**

1. Failure to Pay Overtime Wages
2. Failure to Provide Meal Periods
3. Failure to Allow Rest Periods
4. Failure to Furnish Accurate Wage Statements
5. Failure to Pay Timely Wages Upon Cessation of Employment
6. Unfair Competition (Bus. & Prof Code. §§ 17200 *et seq.*)
7. Penalties Pursuant to Private Attorneys General Act, Labor Code §§ 2698 *et seq.* ("PAGA")

**DEMAND FOR JURY TRIAL**

1 Plaintiff CAMISHA PASCASCIO (“Plaintiff”) on behalf of herself, all others similarly  
2 situated and the State of California, complains and alleges as follows:

### 3 **INTRODUCTION**

4 1. This is a class and PAGA action lawsuit brought on behalf of Plaintiff and other  
5 similarly situated health care workers who work or worked for Defendant Epic Contract and  
6 Permanent Placement Staffing, Inc. (“Epic”) and were assigned by Epic to work at facilities  
7 owned and/or operated by Defendants Norwalk Skilled Nursing & Wellness Centre, LLC,  
8 Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and/or PC Care LLC, among other  
9 locations, as nurses, licensed vocational nurses, certified nursing assistants and in other similar  
10 temporary caregiver or health care positions and were misclassified by Defendants as  
11 independent contractors. Under Code of Civil Procedure § 382, Plaintiff seeks unpaid overtime  
12 wages and interest thereon, remedies for violations of California’s legal requirements for meal  
13 and rest periods, waiting time penalties in the form of continuation wages for failure to timely  
14 pay employees, inaccurate wage statement penalties, equitable relief, reasonable attorneys’ fees  
15 and costs. Plaintiff also seeks civil penalties under California’s Private Attorney General Act,  
16 Labor Code Section 2698 et seq. (“PAGA”).

### 17 **JURISDICTION AND VENUE**

18 2. This Court has jurisdiction over this action under Article 6 of the California  
19 Constitution and California Code of Civil Procedure § 410.10.

20 3. This Court has jurisdiction over Plaintiff’s and Class Members’ claims for unpaid  
21 overtime wages under California Labor Code §§ 510 and 1194.

22 4. This Court has jurisdiction over Plaintiff’s and Class Members’ claims for waiting  
23 time penalties and meal and rest period premiums under California Labor Code § 218.

24 5. This Court has jurisdiction over Plaintiff’s and the Class Members’ claims for  
25 restitution of unpaid wages and other ill-gotten benefits arising from Defendants’ unlawful  
26 and/or unfair business practices under California Business & Professions Code §§17200 *et seq.*

6. This Court has jurisdiction over PLAINTIFF's claims for penalties pursuant to  
PAGA

7. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure § 395.5 because all or some of the Defendants' principal places of business are situated in Los Angeles County, California. In addition, the work performed that gives rise to the causes of action was performed by Plaintiff and other class members in Los Angeles County. Wage and hour obligations of Defendants under the Labor Code arose and were breached throughout California, including within Los Angeles County.

## PARTIES

8. Plaintiff Camisha Pascascio is a resident of Los Angeles County, California. Plaintiff was employed by Defendant Epic as a Certified Nursing Assistant (“CNA”) from approximately September 2020 through March 2021. Epic classified Plaintiff as an independent contractor and assigned her to work on a temporary basis at its clients’ healthcare facilities in California.

9. According to its website, Defendant Epic Contract and Permanent Placement Staffing, Inc. (“Epic”), a California corporation, “specialize[s] in providing the healthcare staffing community with per diem, contract, temp-to-perm and direct hire staffing solutions.” Epic places Registered Nurses (“RN”), Licensed Vocational Nurses (“LVN”), Certified Nursing Assistants (“CNA”) and other similar healthcare workers to long-term care facilities and rehab centers in California, including the facilities owned and operated by Defendants Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC (collectively referred to herein as the “Client Employer Defendants”), among others.

10. Defendant Norwalk Skilled Nursing & Wellness Centre, LLC, a California limited liability company, employed Plaintiff on a temporary basis through Epic at the Norwalk Skilled Nursing & Wellness Centre in Norwalk, California. Defendant Country Villa Nursing Center, Inc., a California corporation, employed Plaintiff on a temporary basis through Epic at

Country Villa Belmont Heights in Long Beach, California. Defendant Mek Long Beach, LLC, a California limited liability company, employed Plaintiff on a temporary basis through Epic at the Regency Oaks Post-Acute Care Center in Long Beach, California. Defendant PC Care LLC, a California limited liability company, employed Plaintiff on a temporary basis through Epic at the Pacific Post-Acute Skilled Nursing facility in Santa Monica, California.

11. Each Client Employer Defendant is a “client employer” as that term is defined in Labor Code § 2810.3. During the periods of time that Plaintiff was assigned by Epic to work for each of the Client Employer Defendants, each respective Client Employer Defendant was the joint employer with Epic of Plaintiff and shares in the liability for any wage violations committed against Plaintiff and Caregivers that were similarly employed by Epic and the Client Employer Defendants.

12. Plaintiff appears in this action on behalf of herself and on behalf of all others similarly situated.

13. Each of the named Defendants is an “Employer” in the “Healthcare Industry” as those terms are defined in Industrial Welfare Commission (IWC) Wage Order 5-2001(2)(A)(1).

14. Plaintiff is informed and believes that DOES 1 through 50 are corporations, individuals, limited liability partnerships, limited liability companies, general partnerships, sole proprietorships or are other business entities or organizations of a nature not currently known to Plaintiff.

15. Plaintiff is unaware of the true names of Defendants DOES 1 through 50. Plaintiff sues said defendants by said fictitious name and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named Defendants is in some manner responsible for the events and allegations set forth in this complaint.

16. All of the acts and failures to act alleged herein were duly performed by and were attributable to all Defendants, each acting as a joint employer, successor, agent, employee, or

under the direction and control of the others, except as specifically alleged otherwise. Said acts and failures to act were within the scope of such agency and/or employment, and each Defendant participated in, approved and/or ratified the unlawful acts and omissions by the other Defendants complained of herein. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts and failures to act of each Defendant acting individually, jointly and/or severally.

17. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading, and Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

18. Epic, the Client Employer Defendants and DOES 1-50 are collectively referred to herein as "Defendants".

### **GENERAL FACTUAL ALLEGATIONS**

19. **Facts Related to Unpaid Overtime Wages:** In her duties for Defendants at each of the facilities operated by the Client Employer Defendants, Plaintiff regularly worked shifts longer than 8 hours. At some facilities, such as those operated by Defendants Norwalk Skilled Nursing & Wellness Centre, LLC, and Mek Long Beach, LLC, Plaintiff often worked back-to-back shifts at the same facility for a total of at least 16 scheduled hours. However, Defendants only paid Plaintiff her base hourly wage for all hours worked, including those beyond 8 hours in a day as well all hours worked beyond 12 hours in a day. In addition, Defendants required Plaintiff to stay beyond her scheduled hours to complete charting. She was not paid for this additional work time despite performing the work with the knowledge of the client employer of Epic. Thus, even on days when she only worked one 8-hour shift, Plaintiff worked more than 8 hours due to these post-shift duties and was not paid overtime for those hours worked.

20. Defendants should have paid Plaintiff overtime according to Industrial Welfare Commission (IWC) Wage Order 5-2001(3)(A)(1) and Labor Code § 510 which require an employer to compensate an employee overtime at not less than:

- One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday or in excess of 40 hours in a week, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
- Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

21. Defendants did not pay all overtime to Plaintiff and other similarly situated workers due to Defendants' misclassification of the workers as independent contractors in violation of Wage Order 5-2001(3)(A)(1) and Labor Code §§ 510, 1194.

22. **Facts Related to Defendants' Meal and Rest Period Violations:** In California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. A second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. Cal. Labor Code § 512; IWC Wage Order 5-2001(11). The applicable wage orders further provide: "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided." IWC Wage Order 5-2001(11)(D).

23. Defendants regularly failed to provide meal periods to Plaintiff and other similarly situated workers in compliance with California law. Plaintiff reported when she was able to take a meal period and the times that she began and ended her meal period. She submitted those times on a time sheet signed off by the client employer's Director of Nursing or other

1 designee. Those time sheets indicate when she was not provided the opportunity to take a meal  
2 period (as she left those spaces blank and only provided times for those breaks she took), she  
3 began a meal period after the end of her fifth hour of work, and when she was provided less than  
4 30 minutes for the meal period. Because Defendants treated their temporary healthcare workers  
5 as independent contractors, they did not adhere to the requirements of California Labor Code  
6 sections 512, 226.7 or the applicable IWC Wage Orders. Accordingly, Defendants never paid  
7 Plaintiff or other similarly situated persons meal period premiums (“one (1) hour of pay at the  
8 employee’s regular rate of compensation”) for meal period violations.

9       24. California law requires that employers must authorize and permit non-exempt  
10 employees to take a paid rest period that must, insofar as practicable, be taken in the middle of  
11 each work period. The rest period is based on the total hours worked daily and must be at the  
12 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction  
13 thereof. In *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004 (2012), the California Supreme  
14 Court held that employees are entitled to a 10-minute paid rest period for shifts from 3½ to 6  
15 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three  
16 10-minute rest periods for shifts of more than 10 hours up to 14 hours, and so on. *Id.* at 1029.

17       25. Plaintiff and other similarly situated workers regularly worked shifts longer than  
18 six hours entitling them to at least two uninterrupted 10-minute rest periods. At times, they  
19 worked double shifts totaling 16 hours, entitling them to four rest breaks. However, Defendants  
20 did not afford Plaintiff and other similarly situated workers the opportunity to take rest periods as  
21 required by California law. The only breaks Plaintiff took were meal periods and, as explained  
22 above, those breaks did not comply with California’s legal requirements either. Furthermore, on  
23 those shifts when Plaintiff and other similarly situated workers were not provided uninterrupted  
24 rest breaks of at least 10 minutes in compliance with California law, they were entitled to  
25 recovery under Labor Code § 226.7 in the amount of one additional hour of pay at the  
26 employee’s regular rate of compensation. *See also* IWC Wage Order 5-2001, subd. 12(B).  
27 Because Defendants treated their temporary healthcare workers as independent contractors, they  
28

1 neither provided the required breaks or paid the break premiums to Plaintiff and other similarly  
2 situated workers.

3 26. **Facts Related to Standalone and Derivative Wage Statement Violations:**

4 Labor Code § 226 provides, in part:

5 (a) An employer, semimonthly or at the time of each payment of wages, shall  
6 furnish to his or her employee, either as a detachable part of the check, draft, or  
7 voucher paying the employee's wages ... an accurate itemized statement in  
8 writing showing (1) gross wages earned, (2) total hours worked by the employee,  
9 except as provided in subdivision (j), (3) the number of piece-rate units earned  
10 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
11 deductions, provided that all deductions made on written orders of the employee  
12 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
13 dates of the period for which the employee is paid, (7) the name of the employee  
14 and only the last four digits of his or her social security number or an employee  
15 identification number other than a social security number, (8) the name and  
16 address of the legal entity that is the employer ..., and (9) all applicable hourly  
17 rates in effect during the pay period and the corresponding number of hours  
18 worked at each hourly rate by the employee and, beginning July 1, 2013, if the  
19 employer is a temporary services employer as defined in Section 201.3, the rate of  
20 pay and the total hours worked for each temporary services assignment.

21 27. Epic issued wage statements to Plaintiff and similarly situated workers on a  
22 weekly basis. However, the only required items under Section 226(a) that Epic listed on the  
23 wage statements provided to Plaintiff were "gross wages earned" and "the inclusive dates of the  
24 period for which the employee is paid". None of the other nine required items were included.  
25 Specifically, Defendants, and Epic in particular, failed to include Plaintiff's total hours worked,  
26 all deductions, net wages, the name of the employee and employee identification number, the  
27 name and address of the legal entity that is the employer, all applicable hourly rates and, because  
28 Section 201.3 applies here, the rate of pay and total hours worked for each temporary services  
assignment. The wage statements also failed to include the overtime and premium wages owed.

29 28. **Facts Related to Violation of Labor Code § 201.3:** Labor Code section 201.3  
30 applies to "Temporary services employers" which is defined generally as any employer that  
31 contracts with clients or customers to supply workers to serve these clients or customers. Epic is  
32 a temporary service employer as defined by section 201.3(a)(1) as it contracted with Norwalk

1 Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach,  
2 LLC, PC Care LLC and others to supply temporary workers to fill their healthcare positions.

3 29. Labor Code § 201.3(b)(1)(A) provides: “Except as provided in paragraphs (2) to  
4 (5), inclusive, if an employee of a temporary services employer is assigned to work for a client,  
5 that **employee’s wages are due and payable no less frequently than weekly**, regardless of  
6 when the assignment ends, and wages for work performed during any calendar week shall be due  
7 and payable not later than the regular payday of the following calendar week.” (Emphasis  
8 added.)

9 30. Epic did not pay Plaintiff and other similarly situated workers on a weekly basis.  
10 For example, Epic provided a check and wage statement to Plaintiff dated March 8, 2021 for the  
11 two-week period of February 16 through 29, 2021. This was typical of Epic’s payment practices.  
12 Accordingly, Epic failed to comply with the requirements of Section 201.3.

13 31. **Facts Related to Violation of Labor Code § 204:** To the extent Labor Code  
14 section 201.3 does not apply, California Labor Code § 204, subdivision (a), states that all wages  
15 earned are due and payable twice during each calendar month on days designated in advance by  
16 the employers. Plaintiff and other similarly situated workers were not compensated by  
17 Defendants for all hours that they worked, including all hours worked over 8 hours in a day or  
18 over 40 hours in a week as well as for times when Defendants deducted 30-minute of pay for  
19 meal periods that were not provided or were interrupted and/or shortened. Defendants did not  
20 pay Plaintiff and other similarly situated workers the overtime and double time premiums that  
21 they were owed as well as the meal and rest premiums owed for meal and rest break violations  
22 (as alleged herein). Defendants willfully failed to timely pay Plaintiff and other similarly situated  
23 workers all wages due for work performed and this failure continued through the time in which  
24 they were employed by Defendants. As a result, Defendants violated Labor Code § 204.

25 32. **Facts Related to Violation of Labor Code § 1174(d), 1174.5 and IWC Wage**  
26 **Order 5-2001(7):** Labor Code section 1174 states, “[e]very person employing labor in this state  
27 shall...(d) [k]eep, at a central location in the state or at the plants or establishments at which  
28

employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.” The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period. Wage Order 5-2001(7)

33. Defendants failed to keep accurate information with respect to Plaintiff and other similarly aggrieved persons, including time records showing when the employee begins and ends each work period and each meal period, total hours worked in the payroll period and applicable rates of pay, and total wages earned (such as overtime) each payroll period as required by the “Records” section of the applicable IWC Wage Order. Therefore, Defendants knowingly and intentionally failed to keep and maintain accurate records as required by Labor Code § 1174.

34. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

35. Defendants’ failure to maintain accurate and complete records constitutes an injury as defined under Labor Code § 1174. Therefore, Plaintiff and other similarly situated workers have suffered an injury for purposes of Labor Code §§ 1174.5 and 2699 and are entitled to recover the greater of all actual damages or the amount specified in §§ 1174.5 and 2699 per violation.

36. **Facts Related to Violations of Labor Code § 201-203:** Plaintiff (and other similarly situated workers) have ceased their employment with Defendants. Plaintiff was terminated by Epic in or around March 2021. Upon the cessation of that employment relationship (and as prescribed by statute), Plaintiff (and others) did not receive all wages owed. Namely, said former employees (including Plaintiff) did not receive all wages earned. Plaintiff

1 and those similarly situated, upon termination, did not receive all owed wages on the date of  
2 termination, or within 72 hours if they resigned.

3 37. **Facts Related to Violation of Labor Code §§ 212-213 and 450:** Labor Code  
4 section 212 provides “(a) No person, or agent or officer thereof, shall issue in payment of wages  
5 due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note,  
6 memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in  
7 cash, on demand, without discount, at some established place of business in the state, the name  
8 and address of which must appear on the instrument, and at the time of its issuance and for a  
9 reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient  
10 funds in, or credit, arrangement, or understanding with the drawee for its payment.”

11 38. Labor Code section 213 provides, in pertinent part that “Nothing contained in  
12 Section 212 shall ... (d) Prohibit an employer from depositing wages due or to become due or an  
13 advance on wages to be earned in an account in any bank, savings and loan association, or credit  
14 union **of the employee’s choice** with a place of business located in this state, provided that the  
15 employee has voluntarily authorized that deposit.” (Emphasis added.)

16 39. Plaintiff alleges that the use of a check that must be cashed at a specific check  
17 cashing business, including but not limited to those which charge a fee for its check cashing  
18 service (as opposed to Plaintiff’s own bank), violates Sections 212 in that it is not negotiable and  
19 payable in cash, on demand, without discount, at the time of issuance. Plaintiff also alleges that  
20 the use of a check that must be cashed a specific check cashing business violates Section 212 and  
21 Section 213(d) because Defendants failed to obtain Plaintiff’s consent or authorization for  
22 payment in this manner and also failed to provide Plaintiff any alternative (i.e., the option of  
23 simply receiving a regular check she could cash at her own bank instead). As alleged above,  
24 Defendant issued to Plaintiff and other aggrieved persons payment of their wages in a check  
25 which, without their consent, required them to incur fees to use (e.g., at Continental Currency),  
26 was not fully cashable, not usable at all financial institutions, and was not able to be cashed on  
27  
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1 demand at the time of its issuance. As such, Defendants violated California Labor Code §§ 212,  
2 and 213(d).

3 40. California Labor Code § 450 provides, in pertinent part, that “[n]o  
4 employer...may compel or coerce any employee...to patronize his or her employer, or any other  
5 person, in the purchase of any thing of value.” Plaintiff alleges that Defendants coerced her and  
6 other aggrieved persons to use a check that unlawfully required them to patronize a particular  
7 credit union or business, i.e., at times Continental Currency where they incurred fees for the  
8 check cashing services and at other times California Credit Union. Further, regardless of any  
9 fees, even if the check cashing service was truly free (which Plaintiff disputes), Defendants still  
10 forced Plaintiff and other aggrieved persons to patronize Continental Currency and California  
11 Credit Union, frequent it as a customer, or act as one who supports their commercial enterprise.  
12 Simply put, Defendants required Plaintiff and the other aggrieved employees to patronize  
13 another business in violation of California Labor Code § 450.

14 41. **Facts Related to Violation of California Labor Code Section 3700:** All  
15 California employers must provide workers’ compensation benefits to their employees under  
16 California Labor Code Section 3700. Defendants failed to provide any workers’ compensation  
17 benefits to Plaintiff or other similarly situated workers in violation of the Labor Code and  
18 workers’ compensation provisions. Indeed, Plaintiff was injured on the job. When her Workers  
19 Compensation attorney contacted Epic regarding her Workers Compensation claim, Epic  
20 responded, “1) Under Epic Agreement with your Client, Your Client Is Placed as an Independent  
21 Contractor and Not Under Full Benefit W2. 2) Epic Staffing is not Responsible for provision  
22 Medical/ Dental /Health Insurance or any other Benefits to all Independent Contractor  
23 Associated with the Company. Having Stated the above, we believe we do not have a binding  
24 agreement that states she will be provided a worker’s compensation during her Partial  
25 Employment duration with us.”

26 ///

1                                    **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

2            42.     Plaintiff brings this action on behalf of herself, on behalf of all others similarly  
3 situated, and as a member of the following Class:

4            All persons who were assigned by Epic Contract and Permanent Placement Staffing, Inc.  
5 to performed services as a Registered Nurse, Licensed Vocational Nurse, Certified  
6 Nursing Assistant or any other healthcare position for one or more Defendant or any  
7 other client of Epic in California and were classified as an independent contractor at any  
time from four years before the filing of this complaint through the date of trial (“Class  
Members”).

8 Plaintiff also brings this action on behalf of herself, on behalf of all others similarly situated, and  
9 as a member of the following Subclasses:

- 10            a. Norwalk Subclass: All Class Members who were assigned by Epic to work for  
11 Norwalk Skilled Nursing & Wellness Centre, LLC.
- 12            b. Mek Subclass: All Class Members who were assigned by Epic to work for Mek  
13 Long Beach, LLC.
- 14            c. Country Villa Subclass: All Class Members who were assigned by Epic to work  
15 for Country Villa Nursing Center, Inc.
- 16            d. PC Care Subclass: All Class Members who were assigned by Epic to work for  
17 PC Care LLC.
- 18            e. Waiting Time Penalty Subclass: All Class Members whose employment ended  
19 at any time from three years before the filing of this complaint through the date  
20 of trial.

21            43.     This action has been brought and may be properly maintained as a class action  
22 pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

23            44.     **Numerosity**: Code of Civil Procedure § 382: members of the Classes are so  
24 numerous that their individual joinder is impracticable. Plaintiff estimates that there are no less  
25 than 50 persons in each of the classes. The precise number of Class members and their addresses  
26 are unknown to Plaintiff. However, Plaintiff is informed and believes that the number can be  
27  
28

obtained from Defendants' records. Class members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

45. **Existence of Predominance of Common Questions of Fact and Law:** Code of Civil Procedure § 382: Common questions of law and fact exist as to all members of the Class. These questions predominate over any questions effecting only individual members of the class. These common factual and legal questions include:

- (a) Did Defendants misclassify Plaintiff and other Class Members as independent contractors?
- (b) Whether each respective Client Employer Defendant is a joint employer with Epic of Plaintiff and other Class Members
- (c) Did each Defendant directly or indirectly employ the members of the Class?
- (d) Did each Defendants directly or indirectly control and/or direct work engaged in by members of the Class?
- (e) Did each Defendant suffer and permit members of the Class to perform work in California?
- (f) What business is each Defendant in and does it carry out its business through the members of the Class?
- (g) Does the ruling in *Dynamex Operations v. Superior Court* (2018) 4 Cal.5th 903 apply in a context where healthcare workers are jointly employed by more than one entity, and none of the entities in the relationship treat the healthcare workers as employees, and the entity that directly pays the healthcare workers pays them as though they are independent contractors?
- (h) Is Epic an agent of each of the Client Employer Defendants under California law?
- (i) Does each Client Employer Defendant's utilization of Epic to staff healthcare workers at its facilities and to perform the Client Employer Defendant's needs pursuant to the Client Employer Defendant's directions insulate the Client

Employer Defendant from liability to the healthcare workers as an employer or joint employer?

- (j) Did Defendants fail to pay Class Members all overtime and double time wages owed to Class Members by virtue of their classification as independent contractors?
- (k) Did Defendants fail to provide class members with rest breaks in compliance with Labor Code § 226.7 and the applicable IWC Wage Orders?
- (l) Are Class Members entitled to one hour of extra pay for each work day they worked more than 3.5 hours and did not receive a paid rest break?
- (m) Are Class Members entitled to one hour of extra pay for each work day they worked more than 5 hours and did not receive a meal break?
- (n) Are Class Members entitled to one hour of extra pay for each work day they worked more than 5 hours before being provided the opportunity to take a meal period?
- (o) Are Class Members entitled to one hour of extra pay for each work day they worked more than 5 hours and were provided less than 30 minutes to take a meal period?
- (p) Are Class Members entitled to one hour of extra pay for each work day they worked more than 10 hours and did not receive a second 30-minute meal period?
- (q) Are Class Members entitled to one hour of extra pay for each work day they worked more than 15 hours and did not receive a third 30-minute meal period?
- (r) Did Defendants violate Labor Code Section 226(a) by failing to provide members of the Class with itemized wage statements that complied with Labor Code Section 226(a)?

- (s) Whether Defendants failed to provide Class Members who ceased working with Defendants all wages owed at the time of the cessation of the working relationship?
- (t) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code Sects. 17200 *et seq.*;
- (u) Whether, as a consequence of Defendants' unlawful conduct, the Class members are entitled to restitution and/or equitable relief;
- (v) Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and the class members as a whole.

46. **Typicality:** Plaintiff's claims are typical of the claims of the members of each Class because Plaintiff, as a worker who was classified as an independent contractor by Defendants, was exposed to the same unlawful business practices as the members of the Classes. Plaintiff sustained the same types of injuries and losses that the Class Members sustained. Plaintiff is subject to the same affirmative defenses as the members of the Classes.

47. **Adequacy:** Plaintiff will adequately and fairly protect the interests of the members of the Classes. Plaintiff has no interest adverse to the interests of absent Class Members. Plaintiff is represented by legal counsel who has substantial class action experience in civil litigation and employment law.

48. **Superiority:** A class action is superior to other available means for fair and efficient adjudication of the claims of the Classes and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class Members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further,

1 class litigation prevents the potential for inconsistent or contradictory judgments raised by  
2 individual litigation.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES**

5 **(By Plaintiff and All Class Members Against All Defendants)**

6 49. Plaintiff re-alleges and incorporates by reference the foregoing allegations as  
7 though set forth herein.

8 50. During all times relevant, one or more of the IWC Wage Orders applied to  
9 Plaintiff's employment with Defendants and that of the members of the Classes, including Wage  
10 Order 5-2001.

11 51. Pursuant to Labor Code §§ 510, 1194, 1194.2, and Section 3 of the applicable  
12 Wage Order(s), including Wage Order 5-2001, for each hour (or fraction thereof) an employee  
13 works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the  
14 employee's regular hourly wage. For each hour (or fraction thereof) an employee works over  
15 forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the  
16 rate of one and a half times the employee's regular hourly wage.

17 52. For each hour (or fraction thereof) an employee works more than twelve (12)  
18 hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the  
19 employer must compensate the employee at the rate of no less than twice the regular rate of pay  
20 for that employee.

21 53. From at least four years before the filing of this action and continuing to the  
22 present, and pursuant to company policy and/or practice and/or direction, Defendants required  
23 Plaintiff and Class Members to work more than 40 hours per week and/or eight hours in a work  
24 day and Defendants did not pay Plaintiff and Class Members all overtime and double time  
25 compensation they should have received due to their misclassification of Plaintiff and Class  
26 Members as independent contractors.

27 54. In addition, Plaintiff and Class Members are owed unpaid overtime and double  
28

1 time wages for time they spent working through meal and rest periods that were not provided in  
2 compliance with California law, as alleged herein.

3 55. Defendants' policy and practice of requiring overtime work but not paying for this  
4 work time at Plaintiff's and Class Members' overtime rates for said work due to Defendants'  
5 misclassification of Plaintiff and Class Members as independent contractors violates Labor Code  
6 Section 510 and the applicable California Wage Order, including Wage Order 5-2001.

7 56. In committing the violations of state law as herein alleged, Defendants have  
8 knowingly and willfully refused to perform their obligations to compensate Class Members for  
9 all wages earned and all hours worked.

10 57. As a direct result, Plaintiff and Class Members have suffered and continue to  
11 suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost  
12 interest on such monies and expenses and attorney's fees in seeking to compel Defendants to  
13 fully perform their obligations under state law, all to their respective damage in amounts  
14 according to proof at trial and within the jurisdictional limitations of this Court.

15 58. Plaintiff on behalf of herself and the Class Members requests the unpaid wages,  
16 all penalties to which they may recover interest, attorneys' fees, costs, and any other remedies  
17 allowed by law in an amount to be proven at trial.

## 18 **SECOND CAUSE OF ACTION**

### 19 **FAILURE TO PROVIDE MEAL PERIODS**

#### 20 **(By Plaintiff and All Class Members Against All Defendants)**

21 59. Plaintiff re-alleges and incorporates by reference the foregoing allegations as  
22 though set forth herein.

23 60. At all relevant times, Plaintiff and the other members of the ClassES were  
24 employees of Defendants covered by Labor Code Section 226.7 and the applicable Wage Orders,  
25 including Wage Order 5-2001.

26 61. Pursuant to Labor Code Sections 226.7 and 512, and Wage Order 5-2001,  
27 Plaintiff and Class Members were entitled to a meal period of at least 30 minutes for each  
28

workday they worked more than 5 hours in any workday, and one additional hour of pay (i.e., premium) for every day that a timely meal period was not provided.

62. When Defendants failed to provide Plaintiff and Class Members their meal periods in accordance with Labor Code Section 226.7 and Wage Order 5-2001, Defendants did not pay the additional hour of pay as a premium wage to Plaintiff and Class Members as required by Labor Code Section 226.7 and Wage Order 5-2001.

63. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all premiums owed for meal period violations.

64. Pursuant to Labor Code Section 218, Plaintiff and Class Members are entitled to recover the amount of their premium wages for meal period violations. Pursuant to Labor Code Section 218.5, Plaintiff and Class Members are entitled to recover their reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and Class Members are entitled to recover prejudgment interest on the unpaid premium wages.

### **THIRD CAUSE OF ACTION**

#### **FAILURE TO ALLOW REST PERIODS**

##### **(By Plaintiff and All Class Members Against All Defendants)**

65. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

66. At all relevant times, Plaintiff and the other members of the ClassES were employees of Defendants covered by Labor Code Section 226.7 and the applicable Wage Orders, including Wage Order 5-2001.

67. Pursuant to Labor Code Section 226.7 and Wage Order 5-2001, Plaintiff and the other members of the Classes were entitled to rest periods of at least 10 minutes for each four-hour period of work, or major fraction thereof, and one hour of additional pay (i.e., premium) for every day a required rest period was not provided.

68. When Defendants failed to allow Plaintiff and Class Members to take their rest periods in accordance with Labor Code Section 226.7 and Wage Order 5-2001, Defendants did not pay the additional hour of pay as a premium wage to Plaintiff and Class Members as required by Labor Code Section 226.7 and Wage Order 5-2001.

69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all premiums owed for rest break violations.

70. Pursuant to Labor Code Section 218, Plaintiff and Class Members are entitled to recover the amount of their premium wages for rest break violations. Pursuant to Labor Code Section 218.5, Plaintiff and Class Members are entitled to recover their reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and Class Members are entitled to recover prejudgment interest on the unpaid premium wages.

#### FOURTH CAUSE OF ACTION

## FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**(By Plaintiffs and All Class Members Against All Defendants)**

71. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

72. The California Labor Code requires that a wage statement include the items listed in Labor Code § 226(a). As alleged above, Epic issued wage statements to members of all Classes employed by Defendants that failed to list all but two of the items required under Section 226(a) .

73. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff and each Class Member she seeks to represent are each entitled to actual damages or penalties not to exceed \$4000 pursuant to Labor Code section 226(b), together with interest thereon and attorneys' fees and costs.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY TIMELY WAGES UPON CESSATION OF EMPLOYMENT**

3 **(By Plaintiff and The Waiting Time Penalty Subclass Against All Defendants)**

4 74. Plaintiff re-alleges and incorporates by reference the foregoing allegations as  
5 though set forth herein.

6 75. Plaintiff and the other members of the Waiting Time Penalty Subclass were  
7 employees of Defendants covered by Labor Code Section 201 or 202 whose employment with  
8 Defendants ended during the relevant class period.

9 76. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the  
10 Waiting Time Penalty Subclass were entitled upon cessation of employment with Defendants to  
11 timely payment of all wages earned and unpaid prior to termination. Discharged employees  
12 were entitled to payment of all wages earned and unpaid prior to discharge immediately upon  
13 termination. Employees who resigned were entitled to payment of all wages earned and unpaid  
14 prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours  
15 previous notice, they were entitled to payment of all wages earned and unpaid prior to  
16 resignation at the time of resignation.

17 77. Defendants failed to pay Plaintiff and other members of the Waiting Time Penalty  
18 Subclass all wages earned and unpaid prior to termination timely in accordance with Labor Code  
19 Section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant  
20 times within the applicable limitations period, Defendants maintained and continue to maintain a  
21 policy or practice of not paying terminated employees all their final wages earned before  
22 termination due under Labor Code Section 201 or 202.

23 78. Defendants' failure to pay Plaintiff and members of the Waiting Time Penalty  
24 Subclass all wages earned prior to termination in accordance with Labor Code Sections 201 or  
25 202 was willful. Defendants had the ability to pay all wages earned by Class Members prior to  
26 termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted  
27 policies or practices incompatible with the requirements of Labor Code Sections 201 or 202.

1           79. Pursuant to Labor Code Section 201 or 202, Plaintiff and other members of the  
2 Waiting Time Penalty Subclass are entitled to all wages earned prior to termination that  
3 Defendants failed to pay them.

4           80. Pursuant to Labor Code Section 203, Plaintiff and other members of the Waiting  
5 Time Penalty Subclass are entitled to continuation of their wages, from the day their earned and  
6 unpaid wages were due upon termination until paid, up to a maximum of 30 days.

7           81. As a result of Defendant's conduct, Plaintiff and other members of the Waiting  
8 Time Penalty Subclass have suffered damages in an amount, subject to proof, to the extent they  
9 were not paid for all wages earned prior to termination.

10          82. As a result of Defendant's conduct, Plaintiff and members of the Waiting Time  
11 Penalty Subclass have suffered damages in an amount, subject to proof, to the extent they were  
12 not paid all continuation wages owed under Labor Code Section 203.

13          83. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of  
14 the Waiting Time Penalty Subclass are entitled to recover the full amount of their unpaid wages,  
15 continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit.  
16 Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other  
17 members of the Waiting Time Penalty Subclass are entitled to recover prejudgment interest on  
18 the amount of their unpaid wages and unpaid continuation wages.

19                                   **SIXTH CAUSE OF ACTION**

20                                   **UNFAIR COMPETITION**

21                           **(By Plaintiff and All Class Members Against All Defendants)**

22          84. Plaintiff re-alleges and incorporates by reference the foregoing allegations as  
23 though set forth herein.

24          85. The unlawful conduct of Defendants alleged herein constitutes unfair competition  
25 within the meaning of Business and Professions Code Section 17200. Due to its unlawful and  
26 unfair business practices in violation of the Labor Code, Defendants have gained a competitive  
27 advantage over other comparable companies doing business in the State of California that  
28

1 comply with their obligations to compensate employees for all earned wages as required by law.

2 86. As a result of Defendants' unfair competition as alleged herein, Plaintiff and other  
3 members of the Classes have suffered injury in fact and lost money or property. Plaintiff and  
4 members of the Classes have been deprived of their rights to overtime and double time wages for  
5 all hours worked; additional pay for missed or late meal periods, additional pay for missed rest  
6 periods; accurate wage statements; and/or timely payment of all earned wages due upon  
7 termination of employment.

8 87. Pursuant to Business and Professions Code Section 17203, Plaintiff and other  
9 class members are entitled to restitution of all wages and other monies owed and belonging to  
10 them, including interest thereon, that Defendants wrongfully withheld from them and retained for  
11 itself by means of its unlawful and unfair business practices.

12 88. Plaintiff and class members are entitled to recover reasonable attorney's fees in  
13 connection with their unfair competition claims pursuant to Code of Civil Procedure Section  
14 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT (LABOR**  
17 **CODE § 21699 et seq.)**

18 **(Plaintiff, the State of California and All Aggrieved Employees Against All Defendants)**

19 89. Plaintiff re-alleges and incorporates by reference the foregoing allegations as  
20 though set forth herein.

21 90. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),  
22 private parties may recover civil penalties for violations of the California Labor Code. PAGA  
23 penalties are in addition to any other relief available under the Labor Code.

24 91. As set forth above, Defendants violated the California Labor Code by consistently  
25 failing to employ Plaintiff and other similarly situated employees in compliance with California  
26 law, including failing to pay all overtime and double time wages, failing to make available meal  
27 and rest periods and to pay premiums for meal and rest period violations, failing to provide  
28

1 accurate wage statements, failing to maintain records in compliance with Labor Code §§  
2 1174(d), 1174.5 and IWC Wage Order 5-2001(7), failing to pay all final wages upon termination  
3 of employment in violation of Labor Code § 201-203, failing to comply with the requirements of  
4 Labor Code §§ 201.3 and 204, failing to comply with Labor Code §§ 212-213 and 450, and  
5 failing to provide Workers' Compensation benefits.

6 92. Plaintiff provided written notice by certified mail to the Labor & Workforce  
7 Development Agency ("LWDA") and to Defendants of the legal claims and theories of this case  
8 on June 1, 2021. (Attached hereto as **Exhibit 1** is a true and correct copy of the June 1, 2021  
9 letter.) To date, and after 65 days from the date of mailing of the written notice, the LWDA has  
10 not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil  
11 penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required  
12 by Labor Code § 2699.3.

13 93. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to  
14 recover the maximum civil penalties permitted by law from Defendants for the violations of  
15 Labor Code alleged in this Complaint.

16 94. Plaintiff and all other aggrieved employees are also entitled to recover their  
17 attorneys' fees and costs under Labor Code § 2699.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff on behalf of herself and all others similarly situated, prays for  
20 relief and judgment against Defendants as follows:

21 **CLASS CERTIFICATION:**

- 22 1. An order that the action be certified as a class action;  
23 2. An order that Plaintiff be certified as the representative of the Classes;  
24 3. An order that counsel for Plaintiff be confirmed as Class counsel;

25 **ON THE FIRST CAUSE OF ACTION:**

- 26 1. Damages for unpaid overtime and double time wages;  
27 2. Prejudgment interest;

**ON THE SECOND CAUSE OF ACTION:**

1. Damages for unpaid premiums for meal period violations;
2. Prejudgment interest;

**ON THE THIRD CAUSE OF ACTION:**

1. Damages for unpaid premiums for meal period violations;
2. Prejudgment interest;

**ON THE FOURTH CAUSE OF ACTION:**

1. Damages for inaccurate wage statements for each pay period;
2. Prejudgment interest;

**ON THE FIFTH CAUSE OF ACTION:**

1. Damages for unpaid wages earned prior to termination of employment;
2. Damages for unpaid continuation wages owed for failing to pay all earned wages timely upon termination of employment;
2. Prejudgment interest;

**ON THE SIXTH CAUSE OF ACTION:**

1. Restitution of all unpaid wages and other monies owed and belonging to Class members that Defendants unlawfully withheld from them and retained for itself;
2. Prejudgment interest;

**ON THE SEVENTH CAUSE OF ACTION:**

1. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees);
2. Costs;
3. Reasonable attorney's fees; and
4. Such other and further relief as this Court may deem just and proper.

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1 **ON ALL CAUSES OF ACTION:**

- 2 1. Judgment in favor of Plaintiff and the putative Classes and against Defendants;  
3 2. Reasonable attorney's fees;  
4 3. Costs of suit; and  
5 4. Such other relief as the Court deems just and proper.

6 Dated: August 6, 2021

MOSS BOLLINGER LLP

7   
8

9 By: \_\_\_\_\_

10 Jeremy F. Bollinger

Attorneys for Plaintiff CAMISHA PASCASCIO

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

13 Dated: August 6, 2021

MOSS BOLLINGER LLP

14   
15

16 By: \_\_\_\_\_

17 Jeremy F. Bollinger

18 Attorneys for Plaintiff CAMISHA PASCASCIO  
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# **EXHIBIT 1**

**to**

## **First Amended Complaint**

***Pascascio v. Epic Contract and Permanent  
Placement Staffing, Inc. et al.***



Moss Bollinger  
LLP

Jeremy F. Bollinger  
310.982.2984/fax: 818.963.5954  
jeremy@mossbollinger.com

June 1, 2021

**VIA PAGA ONLINE FILING**

Secretary Julie A. Su  
Labor & Workforce Development Agency  
PAGA ADMINISTRATOR  
1515 Clay Street, Ste. 801  
Oakland, California 94612

**VIA U.S. CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Epic Contract and Permanent Placement Staffing, Inc.  
c/o Legalinc Registered Agents, Inc.  
Four Embarcadero Center, Ste. 1400 #85  
San Francisco, CA 94111

Mek Long Beach, LLC  
c/o Jeff Berke, Agent for Process  
12100 Wilshire Blvd., Suite 670  
Los Angeles, CA 90025

Norwalk Skilled Nursing & Wellness Centre, LLC  
c/o Derek Cheung, Agent for Process  
3580 Wilshire Blvd., Suite 600  
Los Angeles, CA 90010

PC Care LLC  
c/o William Presnell, Agent for  
Process  
3050 Saturn Street, Suite 201  
Brea, CA 92821

Country Villa Nursing Center, Inc.  
c/o Zachary S. Larson, Agent for Process  
400 Exchange, Suite 140  
Irvine, CA 92602

**Re:** Notice pursuant to Labor Code Section 2699.3(a)(1)  
Labor Code Private Attorney General Act ("PAGA")

**Employer:** Epic Contract and Permanent Placement Staffing, Inc.; Norwalk Skilled Nursing & Wellness Centre, LLC; Country Villa Nursing Center, Inc.; Mek Long Beach, LLC; PC Care LLC ("Defendants")

**Employee:** Camisha Pascascio, on behalf of herself and on behalf of all other persons classified as independent contractors in the positions of RN, LVN, CNA and other similar healthcare positions by Defendants in California.

15300 Ventura Boulevard, Suite 207, Sherman Oaks, California 91403

Dear Secretary Su:

Pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“PAGA”), representative employee, Camisha Pascascio (“Plaintiff”) on behalf of herself and on behalf of all other persons classified as independent contractors in the positions of registered nurse (“RN”), licensed vocational nurse (“LVN”), certified nursing assistant (“CNA”) and other similar healthcare positions by Epic Contract and Permanent Placement Staffing, Inc.; Norwalk Skilled Nursing & Wellness Centre, LLC; Country Villa Nursing Center, Inc.; Mek Long Beach, LLC; and/or PC Care LLC in California (“Defendants”), in California, alleges that Defendants violated the California Labor Code throughout Plaintiff’s employment and within the one year prior to the mailing of this letter.<sup>1</sup>

### **General Facts**

According to its website, Epic Contract and Permanent Placement Staffing, Inc. (“Epic”) “specialize[s] in providing the healthcare staffing community with per diem, contract, temp-to-perm and direct hire staffing solutions.” It places RNs, LVNs, CNAs and other similar healthcare workers (collectively referred to as “healthcare positions”) to long-term care facilities, rehab centers, and other healthcare facilities in California, including the facilities owned and operated by Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, PC Care LLC, among others. Epic pays its workers directly for the work they perform for Epic’s clients.

During the one year preceding the date of this letter, Epic “contracted” with workers, including Plaintiff, to perform its healthcare services for such clients as Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC, among others. Epic required its workers, including Plaintiff, to sign an “Employment 1099 Agreement” which purports to establish an independent contractor relationship between the worker and Epic. Epic paid its workers an hourly rate, but it did not pay them overtime or double time wages. Epic deducted 30 minutes of pay for meal periods regardless of whether the worker, including Plaintiff, was able to take the meal period or take a full 30 minutes for the meal period.

Plaintiff is a resident of California and worked as a CNA for Epic from approximately September 2020 through March 2021 when she was injured on the job and was terminated by

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<sup>1</sup> Plaintiff’s definition of the aggrieved persons she seeks to represent on behalf of the State is not limited to those temporary healthcare workers assigned by Epic to work at Norwalk Skilled Nursing & Wellness Centre, LLC; Country Villa Nursing Center, Inc.; Mek Long Beach, LLC; and/or PC Care LLC. It includes all temporary healthcare workers assigned by Epic to work for any of Epic’s clients during the relevant period.

Epic. Epic assigned Plaintiff to work at the Norwalk Skilled Nursing & Wellness Centre owned and operated by Norwalk Skilled Nursing & Wellness Centre, LLC, at the Country Villa Belmont Heights owned and operated by Country Villa Nursing Center, Inc., at the Regency Oaks Post-Acute Care Center owned and operated by Mek Long Beach, LLC, and at the Pacific Post-Acute Skilled Nursing facility owned and operated by PC Care LLC. Each of these facilities are located in Los Angeles County, California.

In her duties for Defendants, Plaintiff regularly worked shifts longer than 8 hours, often working double shifts back-to-back for a total of at least 16 scheduled hours at the same facility.

However, Defendants only paid Plaintiff her base hourly wage for her scheduled hours, even when she was scheduled to work more than 8 hours in a day as well when she was scheduled to work more than 12 hours in a day (e.g., double shifts). In addition, Defendants required Plaintiff to stay beyond her scheduled hours to complete charting. She was not paid for this additional work time despite performing the work with the knowledge of the client employer of Epic. Thus, even on days when she only worked one 8-hour shift, Plaintiff worked more than 8 hours due to these post-shift duties.

Plaintiff was not provided compliant meal and rest periods. Defendants did not make available rest periods to her and meal periods were either not taken due to work load and understaffing, were interrupted or shorter than 30 minutes, or were provided beyond the fifth hour of work. Plaintiff filled out CDPH 530 forms to report her hours and the times and lengths of meal periods taken. The completed forms were signed off by the Director of Nursing or other designee of the facility. Often Plaintiff left blank the space for the timing of meal periods because no meal period was provided, or she inserted times that reflected late or short meal periods. However, Defendants never paid Plaintiff a premium in the amount of one hour of pay for the failure to provide a compliant meal period. Other similarly aggrieved persons were treated the same way by Defendants. Plaintiff complained about not getting her meal periods, but the problem was not corrected and she was never paid a premium in the amount of one hour of pay for not receiving a compliant meal period.

Irrespective of the degree of control they exercised over these healthcare workers, which was substantial, Epic and the other Defendants were their employers pursuant to *Dynamex v. Superior Court* (2018) 4 Cal. 5th 903 *reh'g denied* (June 20, 2018), and California Assembly Bill 5 (AB 5), as well as under the tests articulated by *Martinez v. Combs* (2010) 49 Cal.4th 35, 52 (2010).

The workers who performed these healthcare services for Epic and the other Defendants in California were suffered and permitted by Defendants to do so. In *Dynamex*, 4 Cal. 5th at 953, our state Supreme Court pointed out:

Given the intended expansive reach of the suffer or permit to work standard as reflected by its history, along with the more general principle that wage orders are the type of remedial legislation that must be liberally construed in a manner that serves its remedial purposes [cite omitted] , as our decision in *Martinez* recognized, the suffer or permit to work standard must be interpreted and applied broadly to include within the covered “employee” category ***all individual workers who can reasonably be viewed as “working in the [hiring entity’s] business.”*** (*Martinez, supra*, 49 Cal.4th at p. 69, 109 Cal.Rptr.3d 514, 231 P.3d 259 ), italics added [“A proprietor **who knows that persons are working in his or her business without having been formally hired**, or while being paid less than the minimum wage, clearly suffers or permits that work by failing to prevent it, while having the power to do so” (italics added ) ].) Under the suffer or permit to work standard, an individual worker who has been hired by a company can properly be viewed as the type of independent contractor to which the wage order was not intended to apply only if the worker is the type of traditional independent contractor—such as an independent plumber or electrician—who would not reasonably have been viewed as working in the hiring business. Such an individual would have been realistically understood, instead, as working only in his or her own independent business.

*Id.*, 4 Cal. 5th at 953 (emphasis added).

Because Defendants’ healthcare workers were classified and treated as independent contractors, Defendants did not comply with California’s overtime and meal and rest break laws.

AB 5 codified into law the test for determining independent contractor status that had been clarified by the California Supreme Court in *Dynamex* on April 30, 2018, more than two years before the start of the relevant PAGA period in this case.

In addition, Epic paid Plaintiff and other similarly aggrieved employees by checks that had to be cashed at designated branch locations of specific check cashing businesses. When she was hired by Epic, Epic instructed her to cash her paychecks at the California Credit Union branch in Inglewood, California. Then beginning in January 2021, Epic instructed her to cash her paychecks at Continental Currency located near Leimert Park. Continental Currency charged her a fee to cash her paychecks. The amount of the fee depended on the amount of the check. Meanwhile, Plaintiff has a bank account at Chase Bank, but she was not allowed to cash her paychecks at her own bank.

The wage statements that were provided with each paycheck only provided the relevant dates for which the payment covered and the gross amount of wages. The wage statements did not state

any of the other information required to be included on a wage statement pursuant to Labor Code § 226(a).

### **PLAINTIFF'S CLAIMS**

Plaintiff claims that throughout her employment by Defendants, she and other similarly situated persons who worked in a healthcare position for Defendants were misclassified as independent contractors exempt from California's labor laws. In *Dynamex Operations v. Superior Court*, the California Supreme Court articulated the test for whether a worker is properly classified as an independent contractor to whom California's wage orders do not apply. There, the Court held that the hiring entity must establish:

(A) that the worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of such work and in fact; (B) that the worker performs work that is outside the usual course of the hiring entity's business; and (C) that the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.

*Dynamex*, 4 Cal. 5th at 964. If the hiring entity fails to meet any one of the criteria above, the classification fails and the worker is deemed an employee. As discussed above, Epic is a staffing agency that provides healthcare workers to its clients. Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, PC Care LLC, among others, are clients of Epic who provide healthcare services to their patients.

The services of persons in temporary healthcare positions are fully integrated into Epic's business, and without the temporary healthcare workers, Epic's business would not exist. Moreover, Epic dictates and controls where and when its temporary healthcare workers perform their work and dictates their compensation. Under *Dynamex*, Plaintiff and all similarly situated healthcare workers of Epic in California are Epic's employees.

Pursuant to Labor Code section 2810.3, Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC are "client employers" of Plaintiff and other similarly situated aggrieved healthcare workers who were placed by Epic and, as such, share in the liability for any wage violations committed against Plaintiff and other similarly situated aggrieved persons. Moreover, Plaintiff and other similarly aggrieved healthcare workers are the employees of Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC under *Dynamex* and AB5.

Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC are in the business of providing the healthcare services performed by Plaintiff and other persons placed by Epic at their facilities. Accordingly, the healthcare services provided by Plaintiff and other healthcare workers placed by Epic, is within the course of Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, and PC Care LLC's businesses. Moreover, for the periods of their assignments, Plaintiff and other healthcare workers assigned by Epic provided their services exclusively to Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, or PC Care LLC. Nevertheless, Defendants collectively treated Plaintiff and other persons placed by Epic in healthcare positions as independent contractors.

In light of Defendants' misclassification of their temporary healthcare workers, Plaintiff and other similarly situated persons have been regularly subjected to the following violations of California law for which they are entitled to PAGA penalties.

### **Unpaid Overtime and Double Time Wages**

In California, the general overtime provisions require that an employer shall not employ any person for more than eight hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half times his or her regular rate of pay for all hours worked over eight hours in any workday and over 40 hours in the workweek. Lab Code § 510; Cal. Code Regs. tit. 8, § 11040 (IWC Wage Order 5-2001), subd. 3. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. *Id.* Plaintiff and other similarly aggrieved temporary workers Defendants at times worked more than 8 hours in a day or 40 hours in a week. Because Defendants misclassified them as independent contractors, they violated section 510 and the applicable Wage Order by failing to pay Plaintiff and the other temporary healthcare workers for all hours worked in excess of the overtime limits imposed by California law as well as Labor Code § 1194.

Because Defendants failed to pay all overtime wages properly in light of its misclassification of Plaintiff and other aggrieved healthcare workers, Defendants are liable for penalties per aggrieved persons of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Rest Period Violations**

California law requires that employers must authorize and permit non-exempt employees to take a paid rest period that must, insofar as practicable, be taken in the middle of each work period. The rest period is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. In *Brinker*

*Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours, and so on. *Id.* at 1029.

Plaintiff and other similarly aggrieved healthcare workers regularly worked shifts longer than six hours entitling them to at least two uninterrupted 10-minute rest periods. At times, they worked double shifts totaling 16 hours, entitling them to four rest breaks. However, Defendants did not afford Plaintiff and other similarly aggrieved healthcare workers the opportunity to take rest periods as required by California law. The only breaks Plaintiff took were meal periods and, as explained below, those breaks did not comply with California's legal requirements either. Furthermore, on those shifts when Plaintiff and other aggrieved healthcare workers were not provided uninterrupted rest breaks of at least 10 minutes in compliance with California law, they were entitled to recovery under Labor Code § 226.7 in the amount of one additional hour of pay at the employee's regular rate of compensation. *See also* IWC Wage Order 5-2001, subd. 12(B). Because Defendants treated their temporary healthcare workers as independent contractors, they neither provided the required breaks or paid the break premiums to Plaintiff and other temporary healthcare workers.

As Defendants failed to provide rest periods and/or pay rest period premiums as required by California law, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Meal Period Violations**

In California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. A second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. Cal. Labor Code § 512; IWC Wage Order 5-2001, subd. 11. The applicable wage orders further provide: "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided." IWC Wage Order 5-2001, subd. 11(D).

Defendants regularly failed to provide meal periods to Plaintiff and other similarly aggrieved healthcare workers in compliance with California law. As discussed above, Plaintiff reported when she was able to take a meal period and the times that she began and ended her meal period. She submitted those times on a time sheet signed off by the employer's Director of Nursing or other designee. Those time sheets indicate when she was not provided the opportunity to take a meal period (as she left those spaces blank and only provided times for those breaks she took), she began a meal period after the end of her fifth hour of work, and when she was provided less than 30 minutes for the meal period. Because Defendants treated their temporary caregivers as independent contractors, they did not adhere to the requirements of California Labor Code sections 512, 226.7 or the applicable IWC Wage Orders. Accordingly, neither Defendants never paid Plaintiff or other similarly paid temporary caregivers meal period premiums ("one (1) hour of pay at the employee's regular rate of compensation") for meal period violations.

As Defendants failed to provide compliant meal periods and/or pay meal period premiums as required by California law, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Inaccurate Wage Statements**

Plaintiff and similarly aggrieved persons did not receive wage statements that complied with Labor Code section 226(a), which provides, in pertinent part:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. 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.

The only required items that Epic listed on the wage statements provided to Plaintiff were “gross wages earned” and “the inclusive dates of the period for which the employee is paid”. None of the other nine required items were included. See, e.g., **Exhibit A**, attached hereto. Specifically, Defendants, and Epic in particular, failed to include her total hours worked, all deductions, net wages, the name of the employee and employee identification number, the name and address of the legal entity that is the employer, all applicable hourly rates, and because Section 201.3 applies here, the rate of pay and total hours worked for each temporary services assignment.

As Defendants failed to provide accurate wage statements as required by California law, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Violation of Labor Code § 201.3**

Labor Code section 201.3 applies to “Temporary services employers” which is defined generally as any employer that contracts with clients or customers to supply workers to serve these clients or customers. Epic is a temporary service employer as defined by section 201.3(a)(1) as it contracted with Norwalk Skilled Nursing & Wellness Centre, LLC, Country Villa Nursing Center, Inc., Mek Long Beach, LLC, PC Care LLC and others to supply temporary workers to fill their healthcare positions.

Labor Code section 201.3(b)(1)(A) provides: “Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that **employee’s wages are due and payable no less frequently than weekly**, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week.” (Emphasis added.)

Epic did not pay Plaintiff and other similarly aggrieved persons on a weekly basis. For example, Epic provided a check and wage statement to Plaintiff dated March 8, 2021 for the two-week period of February 16 through 29, 2021. See, **Exhibit A**, attached hereto. This was typical of Epic’s payment practices. Accordingly, Epic failed to comply with the requirements of Section 201.3.

As Epic failed to pay Plaintiff and others as required by Section 201.3, when such violations occurred, Epic is liable for penalties of \$100 per pay period for the first violation within the

statutory period, and \$200 per pay period for each additional violation.

### **Violation of Labor Code § 204**

To the extent, Labor Code section 201.3 does not apply, California Labor Code § 204, subdivision (a), states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employers. Plaintiff and other similarly aggrieved persons were not compensated by Defendants for all hours that they worked, including all hours worked over 8 hours in a day or over 40 hours in a week as well as for times when Defendants deducted 30-minute of pay for meal periods that were not provided or were interrupted and/or shortened. Defendants did not pay Plaintiff and other similarly aggrieved persons the overtime and double time premiums that they were owed as well as the meal and rest premiums owed for meal and rest break violations (as alleged herein). Defendants willfully failed to timely pay Plaintiff and other aggrieved persons all wages due for work performed and this failure continued through the time in which they were employed by Defendants. As a result, Defendants violated California Labor Code § 204.

As Defendants failed to pay Plaintiff and other similarly aggrieved person as required by California Labor Code § 204, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Violation of Labor Code § 1174(d), 1174.5 and IWC Wage Order 5-2001(7)**

Labor Code section 1174 states, “[e]very person employing labor in this state shall...(d) [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.” The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period. Wage Order 5-2001(7).

Defendants failed to keep accurate information with respect to Plaintiff and other similarly aggrieved persons, including time records showing when the employee begins and ends each work period and each meal period, total hours worked in the payroll period and applicable rates of pay, and total wages earned (such as overtime) each payroll period as required by the “Records” section of the applicable IWC Wage Order. Therefore, Defendants knowingly and intentionally failed to keep and maintain accurate records as required by Labor Code § 1174.

Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

Defendants' failure to maintain accurate and complete records constitutes an injury as defined under Labor Code § 1174. Therefore, Plaintiff and other similarly aggrieved person have suffered an injury for purposes of Labor Code §§ 1174.5 and 2699 and are entitled to recover the greater of all actual damages or the amount specified in §§ 1174.5 and 2699 per violation.

As Defendants failed to maintain accurate records of Plaintiff and other similarly aggrieved persons as required by California Labor Code § 1174, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Unpaid Final Wages**

Plaintiff (and other similarly aggrieved temporary healthcare workers) have ceased their employment with Defendants. Plaintiff was terminated by Epic in or around March 2021. Upon the cessation of that employment relationship (and as prescribed by statute), Plaintiff (and others) did not receive all wages owed. Namely, said former employees (including Plaintiff) did not receive all wages earned. Plaintiff and those similarly situated, upon termination, did not receive all owed wages on the date of termination, or within 72 hours if they resigned. Therefore, Defendants have violated and continue to violate Labor Code Sections 201 and 202, because they have not paid the aforementioned wages. Accordingly, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Violation of Labor Code §§ 212-213 and 450**

Labor Code section 212 provides "(a) No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment."

Labor Code section 213 provides, in pertinent part that “Nothing contained in Section 212 shall ... (d) Prohibit an employer from depositing wages due or to become due or an advance on wages to be earned in an account in any bank, savings and loan association, or credit union **of the employee’s choice** with a place of business located in this state, provided that the employee has voluntarily authorized that deposit.” (Emphasis added.)

Plaintiff alleges that the use of a check that must be cashed at a specific check cashing business, including but not limited to those which charge a fee for its check cashing service (as opposed to Plaintiff’s own bank), violates Sections 212 in that it is not negotiable and payable in cash, on demand, without discount, at the time of issuance. Plaintiff also alleges that the use of a check that must be cashed at a specific check cashing business violates Section 212 and Section 213(d) because Defendants failed to obtain Plaintiff’s consent or authorization for payment in this manner and also failed to provide Plaintiff any alternative (i.e., the option of simply receiving a regular check she could cash at her own bank instead). As alleged above, Defendant issued to Plaintiff and other aggrieved persons payment of their wages in a check which, without their consent, required them to incur fees to use (e.g., at Continental Currency), was not fully cashable, not usable at all financial institutions, and was not able to be cashed on demand at the time of its issuance. As such, Defendants violated California Labor Code §§ 212, and 213(d).

California Labor Code § 450 provides, in pertinent part, that “[n]o employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of any thing of value.” Plaintiff alleges that Defendants coerced her and other aggrieved persons to use a check that unlawfully required them to patronize a particular credit union or business, i.e., at times Continental Currency where they incurred fees for the check cashing services and at other times California Credit Union. Further, regardless of any fees, even if the check cashing service was truly free (which Plaintiff disputes), Defendants still forced Plaintiff and other aggrieved persons to patronize Continental Currency and California Credit Union, frequent it as a customer, or act as one who supports their commercial enterprise. Simply put, Defendants required Plaintiff and the other aggrieved employees to patronize another business in violation of California Labor Code § 450.

When such violations occurred (i.e., in every pay period in which Defendants issued Plaintiff and other aggrieved person paychecks), Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

### **Failure to Provide Workers’ Compensation Benefits**

All California employers must provide workers’ compensation benefits to their employees under California Labor Code Section 3700. Defendants failed to provide any workers’ compensation

benefits to Plaintiff or other temporary healthcare workers in violation of the Labor Code and workers' compensation provisions. Indeed, Plaintiff was injured on the job. When her Workers Compensation attorney contacted Epic regarding her Workers Compensation claim, Epic responded, "1) Under Epic Agreement with your Client, Your Client Is Place as an Independent Contractor and Not Under Full Benefit W2. 2) Epic Staffing is not Responsible for provision Medical/ Dental /Health Insurance or any other Benefits to all Independent Contractor Associated with the Company. Having Stated the above, we believe we do not have a binding agreement that states she will be provided a worker's compensation during her Partial Employment duration with us."

As Defendants failed to provide workers compensation benefits as required by California law, when such violations occurred, Defendants are liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation

### **Civil Penalties**

As a result of the foregoing, Defendants are liable for civil penalties as provided for by California law. Consequently, Plaintiff and all other aggrieved persons placed as healthcare workers by Epic are entitled to recover all penalties permitted by the Labor Code from Defendants and penalties provided for under California law, including but not limited to Labor Code § 2698 *et seq.* from Defendants.

### **Conclusion**

Defendants violated and continue to violate California law as described above. Plaintiff requests the agency to investigate the above allegations and provide notice of the investigation and findings pursuant to PAGA's provisions. Alternatively, Plaintiff requests that the agency inform her if it does not intend to investigate these violations so that she may file a lawsuit with respect to the allegations discussed in this letter. Thank you for your immediate attention to this matter. Please contact me with any questions at (310) 982-2984.

Sincerely,  
MOSS BOLLINGER, LLP



Jeremy F. Bollinger

# Exhibit A

PAYMENT FOR FEBUARY 16TH-  
29TH, 2021. WE APPRECIATE

03/08/2021

Six Hundred Eighty-seven  
and 50/100\*\*\*\*\*