

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff ANTHONY BIZZLE

Matthew J. Matern (SBN 159798)
Julia Z. Wells (SBN 314242)
Sean P. Hardy (SBN 312987)
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

*Attorneys for Plaintiff LOURDES LOERA
individually, and on behalf of others
similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ANTHONY BIZZLE, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
LOURDES LOERA, individually, and on
behalf of others similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

CYPRESS HEALTHCARE GROUP, LLC, an
unknown business entity; DEFENDER, LLC,
an unknown business entity; SAYLOR LANE
HEALTHCARE CENTER, an unknown
business entity; ASBURY PARK NURSING
& REHABILITATION, an unknown business
entity; JACK SANOFISKY, individually;
SPYGLASS LLC dba COLLEGE OAK
NURSING & REHABILITATION CENTER, a

Case No.: 34-2021-00306246

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

- (1) Violation of California Labor Code
§§ 510 and 1198 (Unpaid
Overtime);
- (2) Violation of California Labor Code
§§ 226.7 and 512(a) (Unpaid Meal
Period Premiums);
- (3) Violation of California Labor Code
§ 226.7 (Unpaid Rest Period
Premiums);
- (4) Violation of California Labor Code
§§ 1194, 1197, and 1197.1 (Unpaid
Minimum Wages);
- (5) Violation of California Labor Code
§§ 201 and 202 (Final Wages Not
Timely Paid);

limited liability company; MALTIQUE LLC dba SHERWOOD HEALTHCARE CENTER, a limited liability company; and DOES 1 through 100, inclusive,

Defendants.

- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ANTHONY BIZZLE (“Plaintiff Bizzle”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and Plaintiff LOURDES LOERA (“Plaintiff Loera”) (together with Plaintiff Bizzle, “Plaintiffs”) individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all

1 other causes” except those given by statute to other courts. The statutes under which this
2 action is brought do not specify any other basis for jurisdiction.

3 3. This Court has jurisdiction over Defendants because, upon information and
4 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
5 or otherwise intentionally avail themselves of the California market so as to render the exercise
6 of jurisdiction over them by California courts consistent with traditional notions of fair play
7 and substantial justice.

8 4. Venue is proper in this Court because, upon information and belief, Defendants
9 maintain offices, have agents, employ individuals, and/or transact business in the State of
10 California, County of Sacramento.

11 **PARTIES**

12 5. Plaintiff ANTHONY BIZZLE is an individual residing in the State of California.

13 6. Plaintiff LOURDES LOREA is an individual residing in the State of California.

14 7. Defendant CYPRESS HEALTHCARE GROUP, LLC, at all times herein
15 mentioned, was and is, an employer whose employees are engaged throughout the State of
16 California, including the County of Sacramento.

17 8. Defendant DEFENDER, LLC, at all times herein mentioned, was and is, an
18 employer whose employees are engaged throughout the State of California, including the County
19 of Sacramento.

20 9. Defendant SAYLOR LANE HEALTHCARE CENTER at all times herein
21 mentioned, was and is, an employer whose employees are engaged throughout the State of
22 California, including the County of Sacramento.

23 10. Defendant ASBURY PARK NURSING & REHABILITATION at all times
24 herein mentioned, was and is, upon information and belief, an employer whose employees are
25 engaged throughout the State of California, including the County of Sacramento.

26 11. Defendant SPYGLASS LLC dba COLLEGE OAK NURSING &
27 REHABILITATION CENTER, at all times herein mentioned, was and is, an employer whose
28 employees are engaged throughout the State of California, including the County of Sacramento.

12. Defendant MALTIQUE LLC dba SHERWOOD HEALTHCARE CENTER at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

13. Defendant JACK SANOFISKY at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant CYPRESS HEALTHCARE GROUP, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

14. At all relevant times, Defendant CYPRESS HEALTHCARE GROUP, LLC, and Defendant DEFENDER, LLC, Defendant SAYLOR LANE HEALTHCARE CENTER, Defendant ASBURY PARK NURSING & REHABILITATION, Defendant SPYGLASS LLC dba COLLEGE OAK NURSING & REHABILITATION CENTER, Defendant MALTIQUE LLC dba SHERWOOD HEALTHCARE CENTER, and Defendant JACK SANOFISKY were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

15. At all times herein relevant, Defendants CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC, SAYLOR LANE HEALTHCARE CENTER, Defendant ASBURY PARK NURSING & REHABILITATION, Defendant SPYGLASS LLC dba COLLEGE OAK NURSING & REHABILITATION CENTER, Defendant MALTIQUE LLC dba SHERWOOD HEALTHCARE CENTER, Defendant JACK SANOFISKY, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

16. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue

1 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
2 that information and belief allege, that each of the defendants designated as a DOE is legally
3 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
4 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
5 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
6 capacities when the same have been ascertained.

7 17. Defendant CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
8 SAYLOR LANE HEALTHCARE CENTER, Defendant ASBURY PARK NURSING &
9 REHABILITATION, Defendant SPYGLASS LLC dba COLLEGE OAK NURSING &
10 REHABILITATION CENTER, Defendant MALTIQUE LLC dba SHERWOOD HEALTHCARE
11 CENTER, Defendant JACK SANOFSKY, and DOES 1 through 100 will hereinafter
12 collectively be referred to as “Defendants.”

13 18. Plaintiffs further allege that Defendants directly or indirectly controlled or
14 affected the working conditions, wages, working hours, and conditions of employment of
15 Plaintiffs and the other class members so as to make each of said Defendants employers liable
16 under the statutory provisions set forth herein.

17 **CLASS ACTION ALLEGATIONS**

18 19. Plaintiffs bring this action on their own behalf and on behalf of all other
19 members of the general public similarly situated, and, thus, seeks class certification under
20 California Code of Civil Procedure section 382.

21 20. The proposed class is defined as follows:

22 All current and former hourly-paid or non-exempt employees who worked for
23 any of the Defendants within the State of California at any time during the
24 period from December 1, 2018 to final judgment and who reside in California.

25 (Subclass A) All Class Members who were required by any of the Defendants to
26 stay on any of the Defendants’ premises for rest breaks.

27 (Subclass B) All current and former hourly-paid or non-exempt employees who
28 worked for any of the Defendants within the State of California at any time

1 during the period from December 1, 2018 to final judgment who received
2 overtime compensation at a rate lower than their respective regular rate of pay
3 because one or more of the Defendants failed to include all non-discretionary
4 bonuses or other incentive-based compensation in the calculation of the regular
5 rate of pay for overtime pay purposes.

6 (Subclass C) All class members who were subject to Defendants' practice of
7 rounding time recorded for purposes of calculating compensation for time
8 worked or for calculating meal periods.

9 (Subclass D) All class members who worked at a healthcare facility owned,
10 operated, controlled, supervised or managed by any of the Defendants known as
11 Sherwood Healthcare Center.

12 (Subclass E) All class members who worked at a healthcare facility owned,
13 operated, controlled, supervised or managed by any of the Defendants known as
14 Saylor Lane Healthcare Center.

15 (Subclass F) All class members who worked at a healthcare facility owned,
16 operated, controlled, supervised or managed by any of the Defendants known as
17 Oak Ridge Healthcare Center.

18 (Subclass G) All class members who worked at a healthcare facility owned,
19 operated, controlled, supervised or managed by any of the Defendants known as
20 College Oak Nursing & Rehabilitation Center.

21 (Subclass H) All class members who worked at a healthcare facility owned,
22 operated, controlled, supervised or managed by any of the Defendants known as
23 Asbury Park Nursing & Rehabilitation Center.

24 (Subclass I) All class members who worked at a healthcare facility owned,
25 operated, controlled, supervised or managed by any of the Defendants known as
26 Woodside Healthcare Center.

27 21. Plaintiffs reserve the right to establish subclasses as appropriate.

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- 1 22. The class is ascertainable and there is a well-defined community of interest in
2 the litigation:
- 3 a. Numerosity: The class members are so numerous that joinder of all class
4 members is impracticable. The membership of the entire class is
5 unknown to Plaintiffs at this time; however, the class is estimated to be
6 greater than 2,250 individuals and the identity of such membership is
7 readily ascertainable by inspection of Defendants' employment records.
- 8 b. Typicality: Plaintiffs' claims are typical of all other class members' as
9 demonstrated herein. Plaintiffs will fairly and adequately protect the
10 interests of the other class members with whom he has a well-defined
11 community of interest.
- 12 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
13 each class member, with whom he has a well-defined community of
14 interest and typicality of claims, as demonstrated herein. Plaintiffs have
15 no interest that is antagonistic to the other class members. Plaintiffs'
16 attorneys, the proposed class counsel, are versed in the rules governing
17 class action discovery, certification, and settlement. Plaintiffs have
18 incurred, and during the pendency of this action will continue to incur,
19 costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 d. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this litigation because individual joinder
24 of all class members is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class
26 action will advance public policy objectives. Employers of this great
27 state violate employment and labor laws every day. Current employees
28 are often afraid to assert their rights out of fear of direct or indirect

1 retaliation. However, class actions provide the class members who are
2 not named in the complaint anonymity that allows for the vindication of
3 their rights.

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

- 7 a. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants had a corporate policy and practice of failing to pay
10 their hourly-paid or non-exempt employees within the State of California
11 for all hours worked and missed (short, late, interrupted, and/or missed
12 altogether) meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiffs and the other class members to
14 work over eight (8) hours per day and/or over forty (40) hours per week
15 and failed to pay the legally required overtime compensation to Plaintiffs
16 and the other class members;
- 17 d. Whether Defendants deprived Plaintiffs and the other class members of
18 meal and/or rest periods or required Plaintiffs and the other class
19 members to work during meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
21 other class members for all hours worked;
- 22 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
23 other class members within the required time upon their discharge or
24 resignation;
- 25 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
26 the other class members during their employment;
- 27 h. Whether Defendants complied with wage reporting as required by the
28 California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

24. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

25. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

26. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

27. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of

Defendants, and one or more of the alleged violations were committed against them.

28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee's Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

29. On July 19, 2021, Plaintiff Bizzle provided written notice by online submission to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Bizzle did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff Bizzle’s Notice.

30. On June 25, 2021, Plaintiff Loera provided written notice by online submission to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Loera did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff Loera’s Notice.

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

33. Defendants, jointly and severally, employed Plaintiff Bizzle as an hourly-paid, non-exempt employee, from approximately August 2020 to approximately April 2021, in the State of California, County of Sacramento.

34. Defendants, jointly and severally, employed Plaintiff Loera as an hourly-paid, non-exempt employee, from approximately 2004 to approximately May 2021, in the State of California, County of Sacramento.

35. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

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

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

38. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

39. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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

3 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
5 employees within the State of California. This pattern and practice involved, *inter alia*, failing
6 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
7 breaks in violation of California law.

8 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 certain wages for overtime compensation and that they were not receiving accurate overtime
11 compensation for all overtime hours worked.

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

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

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

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

5 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 all wages owed to them upon discharge or resignation, including overtime and minimum wages
8 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
9 them at the time of their discharge or resignation.

10 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 all wages owed to them during their employment. Plaintiffs and the other class members did
13 not receive payment of all wages, including overtime and minimum wages and meal and rest
14 period premiums, within any time permissible under California Labor Code section 204.

15 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact, they did
18 not receive complete and accurate wage statements from Defendants. The deficiencies
19 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
20 the other class members.

21 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
24 not keep complete and accurate payroll records.

25 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to
27 reimbursement for necessary business-related expenses.

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

53. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

54. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

55. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

56. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

57. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

58. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

59. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

60. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

61. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

62. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFKY and DOES 1 through 100)**

63. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

64. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

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

67. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours

1 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
2 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
3 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
4 of work.

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

7 69. During the relevant time period, Defendants intentionally and willfully failed to
8 pay overtime wages owed to Plaintiffs and the other class members.

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

12 71. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
13 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
14 attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 226.7 and 512(a))**

17 **(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,**
18 **SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &**
19 **REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &**
20 **REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE**
21 **CENTER, JACK SANOFSKY, and DOES 1 through 100)and DOES 1 through 100)**

22 72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 73, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 73. At all relevant times, the IWC Order and California Labor Code sections 226.7
26 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
27 Defendants.

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1 74. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any meal or rest period mandated by an
3 applicable order of the California IWC.

4 75. At all relevant times, the applicable IWC Wage Order and California Labor
5 Code section 512(a) provide that an employer may not require, cause or permit an employee to
6 work for a work period of more than five (5) hours per day without providing the employee
7 with a meal period of not less than thirty (30) minutes, except that if the total work period per
8 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
9 consent of both the employer and employee.

10 76. At all relevant times, the applicable IWC Wage Order and California Labor
11 Code section 512(a) further provide that an employer may not require, cause or permit an
12 employee to work for a work period of more than ten (10) hours per day without providing the
13 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
14 that if the total hours worked is no more than twelve (12) hours, the second meal period may
15 be waived by mutual consent of the employer and the employee only if the first meal period
16 was not waived.

17 77. During the relevant time period, Plaintiffs and the other class members who
18 were scheduled to work for a period of time no longer than six (6) hours, and who did not
19 waive their legally-mandated meal periods by mutual consent, were required to work for
20 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
21 (30) minutes and/or rest period.

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

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

meal periods.

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

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

82. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFISKY, and DOES 1 through 100)**

83. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

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

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

86. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as

practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

87. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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

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

90. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,

SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &

REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &

REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE

CENTER, JACK SANOFSKY, and DOES 1 through 100)

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

1 forth herein.

2 93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
3 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
4 than the minimum so fixed is unlawful.

5 94. During the relevant time period, Defendants failed to pay minimum wage to
6 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
7 1194, 1197, and 1197.1.

8 95. Defendants' failure to pay Plaintiffs and the other class members the minimum
9 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
10 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
11 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
12 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 96. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
14 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
15 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
16 minimum wages.

17 97. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
18 members are entitled to recover liquidated damages in an amount equal to the wages
19 unlawfully unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201 and 202)**

22 **(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,**
23 **SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &**
24 **REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &**
25 **REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE**
26 **CENTER, JACK SANOFSKY, and DOES 1 through 100)**

27 98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 99, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 99. At all relevant times herein set forth, California Labor Code sections 201 and
3 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
4 time of discharge are due and payable immediately, and if an employee quits his or her
5 employment, his or her wages shall become due and payable not later than seventy-two (72)
6 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
7 intention to quit, in which case the employee is entitled to his or her wages at the time of
8 quitting.

9 100. During the relevant time period, Defendants intentionally and willfully failed to
10 pay Plaintiffs and the other class members who are no longer employed by Defendants their
11 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

12 101. Defendants' failure to pay Plaintiffs and the other class members who are no
13 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
14 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
15 201 and 202.

16 102. California Labor Code section 203 provides that if an employer willfully fails to
17 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
18 shall continue as a penalty from the due date thereof at the same rate until paid or until an
19 action is commenced; but the wages shall not continue for more than thirty (30) days.

20 103. Plaintiffs and the other class members are entitled to recover from Defendants
21 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
22 pursuant to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFISKY, and DOES 1 through 100)**

104. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

108. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

109. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFSKY, and DOES 1 through 100)**

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

111. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a 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.

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

113. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

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

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

116. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFISKY, and DOES 1 through 100)**

117. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 118, and each and every part thereof with the same force and effect as though fully set forth herein.

118. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance

1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 119. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
5 class members.

6 120. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 121. More specifically, Plaintiffs and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,**
16 **SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &**
17 **REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &**
18 **REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE**
19 **CENTER, JACK SANOFSKY, and DOES 1 through 100)**

20 122. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 124, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 123. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employee for all necessary expenditures incurred by the employee in direct
25 consequence of the discharge of his or her job duties or in direct consequence of his or her
26 obedience to the directions of the employer.

27 124. Plaintiffs and the other class members incurred necessary business-related
28 expenses and costs that were not fully reimbursed by Defendants.

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

126. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,

SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &

REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &

REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE

CENTER, JACK SANOFSKY, and DOES 1 through 100)

127. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

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

129. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

130. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring

employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

**(Against CYPRESS HEALTHCARE GROUP, LLC, DEFENDER, LLC,
SAYLOR LANE HEALTHCARE CENTER, ASBURY PARK NURSING &
REHABILITATION, SPYGLASS LLC dba COLLEGE OAK NURSING &
REHABILITATION CENTER, MALTIQUE LLC dba SHERWOOD HEALTHCARE
CENTER, JACK SANOFISKY, and DOES 1 through 100)**

134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

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135. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

136. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

137. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

138. Defendants’ failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

139. Defendants’ failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

140. Defendants’ failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

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Failure to Pay Minimum Wages

141. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197, and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages Upon Termination

142. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

143. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

144. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

145. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

146. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

147. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties

1 against Defendants, and each of them, including but not limited to:

- 2 a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars
3 (\$100) for each aggrieved employee per pay period for the initial violation, and two
4 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
5 violation;
- 6 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the
7 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial
8 violation, and one hundred dollars (\$100) for each aggrieved employee per pay period
9 for each subsequent violation;
- 10 c. Penalties under California Labor Code section 210 in addition to, and entirely
11 independent and apart from, any other penalty provided in the California Labor Code in
12 the amount of one hundred dollars (\$100) for each aggrieved employee per pay period
13 for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per
14 pay period for each subsequent violation; and
- 15 d. Any and all additional penalties and sums as provided by the California Labor Code
16 and/or other statutes.

17 148. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
18 aggrieved employees shall be distributed as follows: seventy-five (75%) to the Labor and
19 Workforce Development Agency for the enforcement of labor laws and education of employers
20 and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved
21 employees.

22 149. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
23 costs pursuant to California Labor Code sections 210, 218.5, and 2699 and any other applicable
24 statute.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiffs, individually, and on behalf of other members of the general public similarly
27 situated and on behalf of other aggrieved employees pursuant to the California Private
28 Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

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

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

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

As to the Third Cause of Action

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

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

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

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

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

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

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

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

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

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

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

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

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

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

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

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52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800,

1 and 2802; and

2 60. For such other and further relief as the Court may deem just and proper.

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4 Dated: March 30, 2023

LAWYERS for JUSTICE, PC

5
6 By: 

7 Edwin Aiwarzian

8 Arby Aiwezian

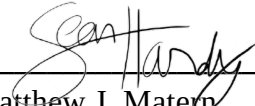
9 Joanna Ghosh

Brian J. St. John

Attorneys for Plaintiff Anthony Bizzle

10
11 Dated: March 30, 2023

MATERN LAW GROUP, PC

12
13 By: 

14 Matthew J. Matern

15 Julia Z. Wells

16 Sean P. Hardy

*Attorneys for Plaintiff Lourdes Loera
individually, and on behalf of others
similarly situated*

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On April 11, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** on interested parties in this action as follows:

Joshua D. Carlon (Joshua.Carlon@lewisbrisbois.com)
Heather E. Horn (Heather.Horn@lewisbrisbois.com)
LEWIS BRISBOIS BRIGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071

*Attorneys for Defendant CYPRESS HEALTHCARE GROUP, LLC; DEFENDER, LLC;
SAYLOR LANE HEALTHCARE CENTER*

Matthew J. Matern (mmatern@maternlawgroup.com)
Julia Z. Wells (jwells@maternlawgroup.com)
Sean P. Hardy (shardy@maternlawgroup.com)
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Tel: (310) 531-1900
Fax: (310) 531-1901

Attorneys for Plaintiff LOURDES LOERA

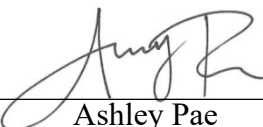
[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 11, 2023, at Glendale, California.


Ashley Pae