

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Nicholas J. De Blouw (SBN 280922)

2255 Calle Clara

La Jolla, CA 92037

Tel. (858) 551-1223/Fax (858) 551-1232

Attorneys for Plaintiff Phuc Quan Tran

[ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE]

**FILED**  
Superior Court of California  
County of Los Angeles

05/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

PHUC QUAN TRAN, LISA LEPERA,  
MELVIN GEORGE, MAI LOR, YESSICA  
CRUZ, and CANDICE RIVERA, individuals  
on behalf of themselves and others similarly  
situated,

Plaintiffs,

v.

SNAPMEDTECH, INC., a Corporation;  
DOES 1 through 50, inclusive,

Defendants.

) Case No. 21STCV31264

) (Hon. Daniel J. Buckley, Dept. 1)

) **FIRST AMENDED CLASS ACTION**

) **COMPLAINT FOR:**

- ) 1. Unfair Competition ((Bus. & Prof.  
Code § 17200, *et seq.*)
- ) 2. Failure to Pay Minimum Wages (L.C.  
§§ 1194, 1197 & 1197.1)
- ) 3. Failure to Pay Overtime Wages (L.C.  
§ 510)
- ) 4. Failure to Provide Meal Periods (L.C.  
§§ 226.7, 512 & Wage Orders)
- ) 5. Failure to Authorize Rest Periods  
(L.C. § 226.7 & Wage Orders)
- ) 6. Failure to Provide Accurate Wage  
Statements (L.C. § 226)
- ) 7. Failure to Reimburse Business  
Expenses (Lab. Code § 2802)
- ) 8. Untimely Payment of Wages (L.C. §§  
201-203, 210)
- ) 9. Failure to Pay for all Hours Worked
- ) 10. Solicitation by Misrepresentation
- ) 11. Failure to Pay Reporting Time Pay
- ) 12. Civil Penalties (L.C. § 2698, *et seq.*)

**DEMAND FOR JURY TRIAL**

**FIRST AMENDED CLASS ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

**HAYES PAWLENKO LLP**

Matthew B. Hayes (SBN 220639)

mhayes@helpcounsel.com

KYE D. PAWLENKO (SBN 221475)

kpawlenko@helpcounsel.com

1414 Fair Oaks Ave., Unit 2B

South Pasadena, CA 91030

Tel. (626) 808-4357; Fax (626) 921-4932

Attorneys for Plaintiff Lisa Lepera

**SHAKOURI LAW FIRM**

Ashkan Shakouri (SBN 242072)

ash@shakourilawfirm.com

Sharon W. Lin (SBN 260443)

[sharon@shakourilawfirm.com](mailto:sharon@shakourilawfirm.com)

11601 Wilshire Blvd., Fifth Floor

Los Angeles, CA 90025

Tel. (310) 575-1827/Fax (310) 575-1872

Attorneys for Plaintiffs Melvin George and Mai Lor

**SCHNEIDER WALLACE COTTRELL KONECKY LLP**

Carolyn H. Cottrell (SBN 166977)

Ori Edelstein (SBN 268145)

Philippe M. Gaudard (SBN 331744)

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Tel. (415) 421-7100/Fax (415) 421-7105

Attorneys for Plaintiffs Candice Rivera and Yessica Cruz

1 Plaintiffs PHUC QUAN TRAN, LISA LEPERA, MELVIN GEORGE, and MAI LOR,  
2 YESSICA CRUZ, and CANDICE RIVERA (collectively “Plaintiffs”), on behalf of themselves  
3 and all others similarly situated, allege as follows:

4 **THE PARTIES**

5 1. Defendant SnapMedTech, Inc., which does business as SnapNurse, Inc., is a  
6 corporation that at all relevant times mentioned herein conducted and continues to conduct  
7 substantial business in the state of California.

8 2. Plaintiff Phuc Quan Tran (“Tran”) was employed by Defendant in California from  
9 February 2021 to June 2021 as a non-exempt employee.

10 3. Plaintiff Lisa Lepera (“Lepera”) was employed by Defendant in California from  
11 January 2021 to March 2021 as a non-exempt employee.

12 4. Plaintiff Melvin George (“George”) was employed by Defendant in California  
13 from January 2021 to March 2021 as a non-exempt employee.

14 5. Plaintiff Mai Lor (“Lor”) was employed by Defendant in California in October  
15 2020 and from January 2021 to April 2021 as a non-exempt employee.

16 6. Plaintiff Yessica Cruz (“Cruz”) was employed by Defendant in California from  
17 January 2021 to May 2021 as a non-exempt employee.

18 7. Plaintiff Candice Rivera (“Rivera”) was employed by Defendant in California  
19 from January 2021 to June 2021 as a non-exempt employee.

20 8. Plaintiffs are currently unaware of the true names and capacities of the defendants  
21 sued by the fictitious names DOES 1 through 50, inclusive, and, therefore, sues those defendants  
22 by fictitious names. Plaintiffs alleges on information and belief that each of the DOE defendants  
23 is responsible or liable in some manner for the conduct alleged in the complaint and that Plaintiffs’  
24 damages as herein alleged were proximately caused by those DOE defendants. Plaintiffs will  
25 amend this complaint to allege the true names and capacities of such fictitiously named defendants  
26 when they are ascertained.

27 9. Plaintiffs allege on information and belief that, at all times herein mentioned, each  
28

1 of the defendants was the agent, servant and employee of each of the other defendants, and in  
2 connection with the conduct hereinafter alleged, was acting within the scope of such agency and  
3 employment, and each defendant ratified each and every act, omission and thing done by each and  
4 every other defendant named herein.

5 10. Defendants SnapNurse and DOES 1 through 50 will be referred to hereafter,  
6 collectively, as “Defendants.”

7 **JURISDICTION AND VENUE**

8 11. This Court has jurisdiction over this action pursuant to California Code of Civil  
9 Procedure section 410.10 and California Business & Professions Code section 17203. This  
10 action is brought as a class and representative action on behalf of Plaintiffs and other similarly  
11 situated and/or aggrieved employees pursuant to California Code of Civil Procedure section 382  
12 and California Labor Code section 2698, et seq.

13 12. Venue is proper in this Court pursuant to California Code of Civil Procedure  
14 section 395 and 395.5 because Tran and Lor worked in this county for Defendants and  
15 Defendants (i) currently maintain, and at all relevant times maintained, offices and facilities in  
16 this county and/or conducts substantial business in this county, and (ii) committed the wrongful  
17 conduct herein alleged in this county against Tran, Lor and other members of the proposed class.

18 **FACTUAL ALLEGATIONS**

19 13. Defendants operate a healthcare staffing agency that staffs non-exempt  
20 employees, including Plaintiffs, on short term assignments at healthcare facilities throughout  
21 California and elsewhere.

22 14. These nonexempt employees are regularly scheduled and required to work at least  
23 10 to 12 hours shifts, and regularly worked in excess of 8 hours per day and 40 hours per week.

24 15. In addition to an hourly wage, Defendants pays its nonexempt employees additional  
25 remuneration including non-discretionary bonuses as well as travel stipends for housing, meals  
26 and other incidental payments which are based on the number of hours or shifts they worked in a  
27 week, as opposed to the amount of expenses incurred.

1           16.     Notwithstanding that the bonuses and stipends are compensation for hours worked,  
2 Defendants do not include the value of the bonuses and stipends in nonexempt employees' regular  
3 rates of pay for purposes of calculating overtime and double time wages. Accordingly, when  
4 nonexempt employees work more than 8 hours per day and/or more than 40 hours per week while  
5 on assignment for Defendants, they are not paid the correct amount of overtime and/or double time  
6 wages owing.

7           17.     Due to understaffing and overwork, Defendants required nonexempt employees to  
8 work while they were clocked out, including during meal periods and during time worked beyond  
9 their scheduled shifts, resulting in the underpayment of minimum and overtime wages.

10          18.     Defendants had a policy and/or practice of requiring nonexempt employees to  
11 take and complete onboarding, training, orientation courses and drug tests without compensating  
12 them for such time resulting in the underpayment of minimum and overtime wages.

13          19.     Defendants had a policy and/or practice of requiring nonexempt employees to  
14 take company-shuttles to commute from their place of accommodation to their jobsites and back,  
15 but failed to compensate them for such time, resulting in the underpayment of minimum and  
16 overtime wages.

17          20.     Defendants had a policy and/or practice of unevenly rounding time worked by its  
18 nonexempt employees resulting in underpayment for hours worked.

19          21.     In violation of Labor Code section 221, Defendants made unlawful deductions  
20 from compensation payable to nonexempt employees, failed to disclose all aspects of the  
21 deductions from compensation payable to nonexempt employees, and thereby failed to pay  
22 employees all wages due.

23          22.     Defendants underpaid sick pay wages to nonexempt employees by failing to pay  
24 such wages at the regular rate of pay. Although nonexempt employees earn non-discretionary  
25 remuneration, Defendants underpaid sick pay to nonexempt employees at their base rates of pay.

26          23.     Defendants required nonexempt employees to work in excess of five 5 hours  
27 without providing them with an off-duty 30 minute meal period.

1           24. Defendant automatically records 30 minute meal periods for shifts and deducts 30  
2 minutes of pay for meal periods even when nonexempt employees do not in fact receive meal  
3 periods or received shortened meal periods.

4           25. Defendants required nonexempt employees to work in excess of 10 hours without  
5 providing them with a second off-duty 30 minute meal period.

6           26. Despite failing to provide all required meal periods, Defendants failed to pay  
7 nonexempt employees the meal period premiums owing pursuant to California Labor Code  
8 section 226.7.

9           27. Defendant failed to authorize and permit nonexempt employees to take 10 minute  
10 rest breaks for each 4 hours worked or major fraction thereof.

11           28. Despite failing to authorize and permit all required rest breaks, Defendants failed  
12 to pay nonexempt employees the rest break premiums owing pursuant to California Labor Code  
13 section 226.7.

14           29. To induce nonexempt employees to accept offers of employment and travel away  
15 from their homes to assignment locations in California, Defendants represent that a certain number  
16 of working hours per week will be “guaranteed.”

17           30. However, Defendants know that the representation of a “guaranteed” number of  
18 working hours is false and is simply an inducement as part of their recruiting process. This is  
19 because Defendants takes the position that, as “at-will” employees, nonexempt may have their  
20 “guaranteed” working hours unilaterally reduced “at-will.”

21           31. Accordingly, during the recruitment process when Defendants represents to  
22 nonexempt employees that a certain number of working hours will be “guaranteed,” Defendants  
23 know that no amount of work is actually “guaranteed” and has no intention of honoring the  
24 “guaranteed” number of hours they have represented.

25           32. As a result, nonexempt employees were induced to work assignments in California  
26 based on a “guaranteed” amount of work but then are often furnished fewer than the number of  
27 hours they are “guaranteed.”

33. Because Defendants deem the “guarantee” to be a term of employment that they may change “at-will,” Defendants do not pay nonexempt employees for the hours that they were “guaranteed” to work but not put to work.

34. Nor do Defendants pay nonexempt employees any reporting time pay when they report for work but are furnished less than half their usual or scheduled day's work.

35. Defendants failed to reimburse nonexempt employees for necessary business expenses incurred in connection with their employment, including, without limitation, meals and incidentals costs, the purchase of personal protective equipment, use of personal mobile phones and remote “hotspot” internet access for job-related purposes.

36. Defendants failed to provide nonexempt employees with complete and accurate wage statements showing, among other things, correct gross and net wages earned, hours worked, all applicable hourly rates, and hours worked at each applicable rate.

37. Defendants failed to pay nonexempt employees all wages owed within 7 days of the close of the payroll period and/or at the conclusion of employment.

38. Defendants misclassified employees as independent contractors to circumvent California wage and hour laws. During onboarding, Defendants require certain employees to sign agreements that specifically and falsely provide that they are an independent contractor.

## CLASS ACTION ALLEGATIONS

39. Plaintiffs Tran, Lepera, George, and Lor bring claims on behalf of themselves and all others similarly situated pursuant to Federal Rule of Civil Procedure 23. Plaintiffs Tran, Lepera, George, and Lor seeks to represent the following class:

All individuals currently or formerly employed by SnapMedTech, Inc. (*dba* SnapNurse, Inc.) in the State of California and classified as an hourly non-exempt employee at any time from March 17, 2017, through April 24, 2022.

40. Plaintiffs reserve the right to amend or modify the class descriptions or establish additional subclasses as appropriate.

41. This action may properly be maintained as a class action under Rule 23.

FIRST AMENDED CLASS ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL

1           **A. Numerosity**

2           42.     The potential members of the class as defined are so numerous that joinder of all  
3 the members of the class is impracticable. While the precise number of members of the classes  
4 has not been determined at this time, Plaintiffs are informed and believes that the class contains in  
5 excess of 1000 individuals.

6           **B. Commonality**

7           43.     There are questions of law and fact common to the classes that predominate over  
8 any questions affecting only individual class members. These common questions include, among  
9 others, whether class members were paid for all hours worked, whether class members were paid  
10 all minimum and overtime wages owing, whether class members were provided with required meal  
11 and rest breaks, whether class members were exposed to solicitation by misrepresentation, whether  
12 class members were paid reporting time pay, whether class members were reimbursed for business  
13 expenses, and whether class members were furnished with accurate itemized wage statements.

14          **C.     Typicality**

15          44.     The class claims of the proposed class representatives Tran, Lepera, George, and  
16 Lor are typical of the claims of each class member, as they were subjected to and harmed by the  
17 misconduct alleged above.

18          **D.     Adequacy of Representation**

19          45.     The proposed class representatives Tran, Lepera, George, and Lor will fairly and  
20 adequately represent and protect the interests of the members of the class. Counsel who represent  
21 Plaintiffs are competent and experienced in litigating employment class actions.

22          **E.     Superiority of Class Action**

23          46.     A class action is superior to other available means for the fair and efficient  
24 adjudication of the class claims. Individual joinder of all class members is not practicable, and  
25 questions of law and fact common to the classes predominate over any questions affecting only  
26 individual members of the classes. Each member of the classes has been damaged and is entitled  
27 to recover by reason of Defendants' illegal common policies.

47. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

**FIRST CAUSE OF ACTION**

## CLASS CLAIM FOR UNFAIR BUSINESS PRACTICES

**(BUSINESS & PROFESSIONS CODE § 17200, *et seq.*)**

48. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

49. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law.

50. Defendants' conduct alleged above violates Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 226.8, 510, 512, 970, 1174, 1182.12, 1194, 1197, 1198, 2802 and the applicable California Wage Orders.

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

52. 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.*

53. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs and other class members are entitled to an accounting for and restitution of the wages unlawfully withheld and retained by Defendants during the class period, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and an award of costs.

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

## 2

## 3

4

6

8

1

5

9

•

10

63. Plaintiffs seeks to recover, on behalf of themselves and the class members, payment of the overtime and/or double time wages owing to them, plus interest, attorneys' fees and costs, in an amount to be proven at trial.

**FOURTH CAUSE OF ACTION**

**CLASS CLAIM FOR FAILURE TO PROVIDE MEAL PERIODS**

**(LABOR CODE §§ 226.7, 512 & Wage Orders)**

64. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

65. California Labor Code section 512 and the applicable Wage Order requires an employer to provide a 30 minute off duty meal period to nonexempt employees working in excess of 5 hours per day and a second meal period to employees working in excess of 10 hours per day.

66. California Labor Code section 226.7 prohibits employers from requiring nonexempt employee to work during required meal periods and requires an employer to pay nonexempt employees one additional hour of pay for each workday a required meal period is not required.

67. As a result of Defendants' conduct alleged above, Defendants failed to provide Plaintiffs and the class members with required first and second meal periods, required Plaintiffs and the class members to work during required meal periods, and failed to pay Plaintiffs and employee with an additional hour of pay for each workday that a compliant meal period was not provided.

68. Plaintiffs seek to recover, on behalf of themselves and the class members, one additional hour of pay at their regular rate of compensation for each workday that a first or second meal period was not provided in accordance with Labor Code section 512, along with costs and interests on all due and unpaid meal period premiums, in an amount to be proven at trial.

///

///

///

1 **FIFTH CAUSE OF ACTION**

2 **CLASS CLAIM FOR FAILURE TO AUTHORIZE/PERMIT REST PERIODS**

3 **(LABOR CODE § 226.7 & Wage Orders)**

4 69. Plaintiffs reallege and incorporate herein by reference each and every allegation  
5 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

6 70. The applicable Wage Orders require that employers authorize and permit non  
7 exempt employees to take a rest break for each for hour work period or major fraction thereof.

8 71. California Labor Code section 226.7 prohibits employers from requiring  
9 nonexempt employees to work during rest breaks and requires an employer to pay nonexempt  
10 employees one additional hour of pay for each workday a required rest break is not authorized or  
11 permitted.

12 72. As a result of Defendants' conduct alleged above, Defendants failed to authorize  
13 and permit Plaintiffs and the class members to take all required rest breaks, required Plaintiffs and  
14 the class members to work during required meal periods, and failed to pay Plaintiffs and  
15 nonexempt employee with an additional hour of pay for each workday that a required rest break  
16 was not authorized and permitted.

17 73. Plaintiffs seek to recover, on behalf of themselves and the class members, one  
18 additional hour of pay at their regular rate of compensation for each workday that a required rest  
19 break was not authorized and permitted, along with costs and interests on all due and unpaid rest  
20 break premiums, in an amount to be proven at trial.

21 **SIXTH CAUSE OF ACTION**

22 **CLASS CLAIM FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

23 **(LABOR CODE § 226)**

24 74. Plaintiffs reallege and incorporate herein by reference each and every allegation  
25 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

26 75. California Labor Code section 226 subdivision requires an employer to furnish  
27 employees each pay period with an itemized wage statement accurately showing, among other  
28

things, (1) gross wages earned, (2) total hours worked, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

76. As a result of Defendants' conduct alleged above, Defendants knowingly and intentionally failed to provide Plaintiffs and the class members with wage statements accurately showing the information required by Labor Code section 226 subdivision (a) and Plaintiffs and the class members were injured thereby.

77. Plaintiffs seek to recover, on behalf of themselves and the class members, the penalties that Labor Code sections 226 and 226.3 prescribe for such violations, along with reasonable attorneys' fees and costs of suit, in an amount to be determined at trial.

#### **SEVENTH CAUSE OF ACTION**

#### **CLASS CLAIM FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

#### **(LABOR CODE § 2802)**

78. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

79. California Labor Code section 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employees in direct consequence of the discharge of their duties and/or in direct consequence of obedience to the directions of their employer.

80. As a result of Defendants' conduct alleged above, Defendants intentionally and willfully failed to reimburse Plaintiffs and the class members for all necessary business-related expenses and costs.

81. Plaintiffs seek to recover, on behalf of themselves and the class members, the unreimbursed business expenses, along with reasonable attorneys' fees, interest, and costs of suit, in an amount to be proven at trial.

///

///

1 **EIGHTH CAUSE OF ACTION**

2 **CLASS CLAIM FOR UNTIMELY PAYMENT OF WAGES**

3 **(LABOR CODE §§ 201, 202, 203, 210)**

4 82. Plaintiff realleges and incorporates herein by reference each and every allegation  
5 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

6 83. Labor Code section 204 requires that all wages earned are due and payable at least  
7 twice during each calendar month on the pay days designated by the employer.

8 84. As a result of Defendants' conduct alleged above, Defendant failed to timely pay  
9 Plaintiffs and the class members all wages earned each pay period.

10 85. Labor Code sections 201 and 202 require an employer to promptly pay all wages  
11 owing to an employee upon the termination of their employment relationship.

12 86. In violation of Labor Code sections 201 and 202, Plaintiff and the class members  
13 were not paid all wages owing to them at the termination of their employment assignments.

14 87. Defendants' failure to promptly pay Plaintiffs and class members all wages owing  
15 to them, as alleged above, was willful, as Defendants underpayment of wages was pursuant to  
16 company policies and practices.

17 88. Pursuant to Labor Code section 203 and 210, Plaintiffs and other class members  
18 are entitled to penalties in an amount to be determined at trial.

19 **NINTH CAUSE OF ACTION**

20 **CLASS CLAIM FOR FAILURE TO PAY FOR ALL HOURS WORKED**

21 89. Plaintiff realleges and incorporates herein by reference each and every allegation  
22 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

23 90. Defendants were required to compensate their nonexempt hourly employees for all  
24 hours worked pursuant to the applicable Wage Orders and California Labor Code sections 200,  
25 223, 226, 500, 510, 1197, and 1998.

26 91. As a result of Defendants' conduct alleged above, Defendants failed to pay  
27 Plaintiffs and the class members for all hours worked.

1           92.     Plaintiffs seeks to recover, on behalf of themselves and class members, payment of  
2 wages for all hours worked, plus interest, attorneys' fees and costs of suit, in an amount to be  
3 proven at trial.

4                                   **TENTH CAUSE OF ACTION**

5                           **CLASS CLAIM FOR SOLICITATION BY MISREPRESENTATION**

6                                   **(LABOR CODE § 970)**

7           93.     Plaintiffs reallege and incorporate herein by reference each and every allegation  
8 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

9           94.     Labor Code section 970 provides that no person shall engage any person to change  
10 from one place to another in California, or from any place outside to any place within California,  
11 for the purpose of working by means of knowingly false representations as to the existence or  
12 amount of work to be performed.

13           95.     Labor Code section 972 provides that any person who violates Labor Code section  
14 970 is liable to the party aggrieved, in a civil action, for double damages resulting from such  
15 misrepresentations.

16           96.     As a result of Defendants' knowingly false misrepresentations as to the quantity of  
17 work that would be "guaranteed," Plaintiffs and other class members traveled away from their  
18 homes to perform work in California but were furnished fewer than the number of weekly hours  
19 they were "guaranteed."

20           97.     Plaintiffs seeks to recover, on behalf of themselves and the class members, two  
21 times the amount of wages owing to them for the hours they were "guaranteed" but not furnished,  
22 plus interest, attorneys' fees and costs, in an amount to be proven at trial.

23                                   **ELEVENTH CAUSE OF ACTION**

24                           **CLASS CLAIM FOR FAILURE TO PAY REPORTING TIME PAY**

25                                   **(LABOR CODE § 1198)**

26           98.     Plaintiffs reallege and incorporate herein by reference each and every allegation  
27 contained in the preceding paragraphs of this Complaint as though fully set forth herein.  
28

99. Section 5 of Wage Order 4 provides that when employees are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, they shall be paid for half their usual or scheduled day's work, not to exceed four hours.

100. Labor Code section 1198 makes it unlawful to employ any employee under conditions of labor prohibited by a wage order.

101. Defendants required Plaintiffs and class members to report for work each workday.

102. When Plaintiffs and class members did report for work, they often were put to work for less than half their usual or scheduled day's work and were sometimes not put to work at all.

103. Plaintiffs seek to recover, on behalf of themselves and the class members, four hours of pay at their regular rates of pay for each workday that they reported to work but were not put to work for at least half their usual or scheduled day's work, plus interest, attorneys' fees and costs, in an amount to be proven at trial.

## TWELFTH CAUSE OF ACTION

## REPRESENTATIVE CLAIM FOR CIVIL PENALTIES

**(LABOR CODE § 2698, *et seq.*)**

104. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

105. As a result of Defendants' conduct alleged above, Defendants have violated Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 226.8, 500, 510, 512, 970, 1174, 1182, 1182.12, 1194, 1197, 1198, 2802.

106. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiffs, on behalf of themselves and all other aggrieved employees, seeks to assess and collect the civil penalties owing for the above-referenced Labor Code violations for all aggrieved employees.

107. Plaintiffs, through their counsel, have collectively provided written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to

1 Defendants of the specific provisions of the Labor Code alleged to have been violated, including  
2 the facts and theories to support the alleged violations, and paid the \$75 filing fee.

3 108. The LWDA did not provide Plaintiffs with any notification of its intent to  
4 investigate the alleged violations within sixty-five (65) calendar days of such written notices.  
5 Plaintiffs are therefore entitled to commence a civil action pursuant to Labor Code section 2699.3.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. That this case be certified as a class action;
- 9 2. That Plaintiffs Tran, Lepera, George, and Lor be appointed as the representatives of  
10 the class;
- 11 3. That counsel for Plaintiffs be appointed as counsel for the class;
- 12 4. For general damages, according to proof, on each cause of action for which such  
13 damages are available;
- 14 5. For compensatory damages, according to proof, of each cause of action for which  
15 such damages are available;
- 16 6. For statutory penalties under the Labor Code, according to proof, on each cause of  
17 action for which such penalties are available;
- 18 7. For civil penalties under the Labor Code, according to proof, on each cause of action  
19 for which such penalties are available;
- 20 8. For restitution of lost wages and unreimbursed expenses and all other remedies  
21 afforded by the Labor Code and applicable Wage Order on all causes of action for  
22 violation of the Labor Code and/or applicable Wage Order;
- 23 9. For declaratory and injunctive relief as requested herein;
- 24 10. For prejudgment and post judgment interest according to law;
- 25 11. For reasonable attorneys' fees incurred in this action on those causes of action for  
26 which such fees are recoverable under the law;
- 27 12. For costs of suit incurred in this action;

1 13. Disgorgement of all gains unjustly obtained by Defendants; and

2 14. Any other remedies, whether in law or equity, that the Court deems proper.

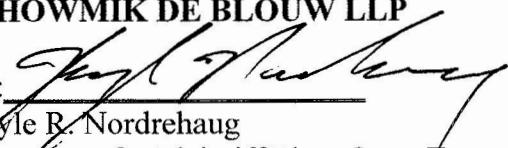
3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs hereby demands trial of these claims by jury to the extent authorized by law.

5  
6 DATED: April 29, 2022

**BLUMENTHAL NORDREHAUG**

**BHOWMIK DE BLOUW LLP**

7  
8 By: 

Kyle R. Nordrehaug

9 Attorneys for Plaintiff Phuc Quan Tran

10 DATED: April 29, 2022

**HAYES PAWLENKO LLP**

11 By: /s/ Matthew B. Hayes

12 Matthew B. Hayes

13 Attorneys for Plaintiff Lisa Lepera

14 DATED: April 29, 2022

**SHAKOURI LAW FIRM**

15 By: /s/ Ashkan Shakouri

16 Ashkan Shakouri

17 Attorneys for Plaintiffs Melvin George and  
18 Mai Lor

19 DATED: April 29, 2022

**SCHNEIDER WALLACE COTTRELL  
KONECKY LLP**

20  
21 By: /s/ Philippe M. Gaudard

22 Philippe M. Gaudard

23 Attorneys for Plaintiffs Candice Rivera and  
24 Yessica Cruz

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Adolfo Sanchez Contreras, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On May 3, 2022, I served the document(s) described as:

1. **FIRST AMENDED CLASS ACTION COMPLAINT**

X **BY ELECTRONIC SERVICE (via electronic service provider):** I caused a copy of the document(s) referenced above to be electronically transmitted to Case Anywhere, an electronic filing/service provider at [www.caseanywhere.com](http://www.caseanywhere.com) pursuant to the Court's Order governing the matter mandating electronic service. The transmission was reported as complete and without error to the following e-mail address(es):

Lonnie D. Giamela  
[lgiamela@fisherphillips.com](mailto:lgiamela@fisherphillips.com)  
Vana Ebrahimi  
[vebrahimi@fisherphillips.com](mailto:vebrahimi@fisherphillips.com)  
**FISHER & PHILLIPS LLP**  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071  
Telephone: (213) 330-4500  
Facsimile: (213) 330-4501

Attorneys for Defendant, SnapMedTech, Inc.

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Plaintiffs at the following e-mail address(es):

Matthew B. Hayes  
[mhayes@helpcounsel.com](mailto:mhayes@helpcounsel.com)  
Kye D. Pawlenko  
[kpawlenko@helpcounsel.com](mailto:kpawlenko@helpcounsel.com)  
**HAYES PAWLENKO LLP**  
1414 Fair Oaks Ave., Unit 2B  
South Pasadena, CA 91030  
Tel. (626) 808-4357; Fax (626) 921-4932

Attorneys for Plaintiff Lisa Lepera

///

Ashkan Shakouri  
[ash@shakourilawfirm.com](mailto:ash@shakourilawfirm.com)  
Sharon W. Lin  
[sharon@shakourilawfirm.com](mailto:sharon@shakourilawfirm.com)  
**SHAKOURI LAW FIRM**  
11601 Wilshire Blvd., Fifth Floor  
Los Angeles, CA 90025  
Tel. (310) 575-1827/Fax (310) 575-1872

Attorneys for Plaintiffs Melvin George and Mai Lor

Carolyn H. Cottrell  
[ccottrell@schneiderwallace.com](mailto:ccottrell@schneiderwallace.com)  
Ori Edelstein  
[oedelstein@schneiderwallace.com](mailto:oedelstein@schneiderwallace.com)  
Philippe M. Gaudard  
[pgaudard@schneiderwallace.com](mailto:pgaudard@schneiderwallace.com)  
**SCHNEIDER WALLACE COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Tel. (415) 421-7100/Fax (415) 421-7105

Attorneys for Plaintiffs Candice Rivera and Yessica Cruz

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 May 3, 2022 at San Diego, California.



Adolfo Sanchez Contreras