

COPY

Jonathan M. Genish (CA State Bar No. 259031)
jgenish@blackstonepc.com
Matthew Dietz (State Bar No. 274665)
mdietz@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff MATTHEW SAVATTIERI

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

MATTHEW SAVATTIERI, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

AMI EXPEDITIONARY HEALTHCARE,
LLC, a Delaware limited liability company;
AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming limited liability
company; and DOES 1 through 25, inclusive.

Defendants.

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

SEP 10 2021

Sherril R. Carter, Executive Officer/Clerk of Court

Case No.

21ST CV33372

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

1. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
2. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages);
3. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
4. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code § 204 (Failure to Pay Wages During Employment);
6. Violation of California Labor Code § 1174 (Failure to Keep Accurate Payroll Records);
7. Violation of California Labor Code § 226(a) (Failure to Issue Accurate Wage Statements);
8. Violation of California Labor Code §§ 2800, 2802 (Unreimbursed Business Expenses);
9. Violation of California Business and Professions Code §§ 17200, et seq;
10. Enforcement Action pursuant to California Labor Code §§ 2698, Et Seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MATTHEW SAVATTIERI (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, and on behalf of and the other class members and aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for Plaintiff, including claims for compensatory damages, penalties, interest, 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. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles.

THE PARTIES

5. Plaintiff is an individual who resides in Los Angeles County, California.

6. At all times herein mentioned, Defendant AMI EXPEDITIONARY HEALTHCARE, LLC, a Delaware limited liability company, was and is, upon information and belief, an employer whose employees, including Plaintiff, are engaged in the State of California, including the County of Los Angeles.

7. At all times herein mentioned, Defendant AMI EXPEDITIONARY HEALTHCARE (USA), LLC, a Wyoming limited liability company, was and is, upon information and belief, an

1 employer whose employees, including Plaintiff, are engaged in the State of California, including the
2 County of Los Angeles.

3 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
4 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
5 serve such fictitiously named Defendants once their names and capacities become known.

6 9. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
7 acts and omissions alleged herein were performed by, or are attributable to AMI EXPEDITIONARY
8 HEALTHCARE, LLC; AMI EXPEDITIONARY HEALTHCARE (USA), LLC; and/or DOES 1
9 through 25 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint
10 venturer of, or working in concert with, each of the other co-Defendants and within the course and
11 scope of such agency, employment, joint venture, or concerted activity with legal authority to act on
12 the others' behalf. The acts of any and all Defendants represent and were in accordance with
13 Defendants' official policy.

14 10. At all relevant times, Defendants were the employers of Plaintiff within the meaning
15 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
16 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
17 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

18 11. At all relevant times, Defendants, and each of them, ratified each and every act or
19 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
20 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
21 alleged.

22 12. Plaintiff is informed and believes, and based thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 **CLASS ACTION ALLEGATIONS**

26 13. Plaintiff brings this lawsuit as a class action on behalf of herself and all others similarly
27 situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382.
28

1 The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
2 requirements under California Code of Civil Procedure section 382.

3 14. The proposed class is defined as follows:

4 All current and former non-exempt and/or hourly-paid employees who worked for
5 Defendants in the State of California at any time during the period from four years prior
6 to the filing of this complaint until final judgment and who are residents of the State of
7 California.

8 15. Plaintiff reserves the right to establish additional subclasses as appropriate.

9 16. There is a well-defined community of interest in the litigation and the Class is easily
10 ascertainable.

11 17. The Class is so numerous that the individual joinder of all its members is impracticable.
12 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
13 numbers of class members and their identities can be ascertained through appropriate discovery from
14 records maintained by Defendants and their agents.

15 18. Common questions of fact and law exist as to all class members, which predominate
16 over any questions affecting only individual members of the Class. The common legal and factual
17 questions which do not vary from class member to class member and which may be determined
18 without reference to the individual circumstances of any class member include, but are not limited to,
19 the following:

20 i. Whether Defendants' failure to pay wages, without abatement or reduction, in
21 accordance with the California Labor Code, was willful;

22 ii. Whether Defendants had a policy and practice of failing to pay their hourly-paid
23 and/or non-exempt employees in the State of California for all hours worked, and for
24 all missed, short, late, and/or interrupted meal periods and rest breaks in violation of
25 California law;

26 iii. Whether Defendants failed to pay overtime wages to Plaintiff and the other class
27 members for all overtime hours worked;

28 iv. Whether Defendants failed to pay minimum wages to Plaintiff and the other class

members for all hours worked;

v. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

vi. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

vii. Whether Defendants failed to keep complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

viii. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

ix. Whether Defendants reduced Plaintiff's and other class members' earned and accrued paid time off/vacation time, earned pursuant to Defendants' own policies, to zero without paying Plaintiff's and other class members requisite cash wages;

x. Whether Defendants' conduct was willful or reckless;

xi. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xiii. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

19. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members she seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

20. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases

1 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
2 contradictory judgments and would magnify the delay and expense to all parties and to the court
3 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
4 this action as a class action, with respect to some or all of the issues presented in this Complaint,
5 presents fewer management difficulties, conserves the resources of the parties and of the court system,
6 and protects the rights of each class member.

7 21. Certification of this lawsuit as a class action will advance public policy objectives.
8 Employers of this great state violate employment and labor laws every day. Current employees are
9 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions
10 provide the class members who are not named in the complaint anonymity that allows for the
11 vindication of their rights.

12 **PAGA ALLEGATIONS**

13 22. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
14 Defendants.

15 23. At all times set forth herein, PAGA provides that any provision of law under the
16 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
17 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
18 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
19 brought by an aggrieved employee on behalf of herself and other current or former employees pursuant
20 to procedures outlined in California Labor Code section 2699.3.

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

24 25. Plaintiff was employed by Defendants and the alleged violations were committed
25 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
26 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)
27 in that they are current or former employees of Defendants and one of more of the alleged violations
28 were committed against them.

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

(a) The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the 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.

27. On September 9, 2021, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3.

28. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for, *inter alia*, violations of California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 will have been satisfied.

GENERAL ALLEGATIONS

29. From approximately May 1, 2021 to present, Defendants, jointly and severally, employed Plaintiff as a Cluster Lead in the County of Los Angeles.

30. Defendants hired Plaintiff and the other class members and the other class members and aggrieved employees but failed to properly pay them all overtime wages and minimum wages

1 due, failed to provide them with all meal periods and rest periods, failed to timely pay them all wages
2 during their employment, failed to timely pay them all wages due upon termination of their
3 employment, failed to provide them with accurate itemized wage statements, failed to maintain
4 accurate payroll records, failed to reimburse them for necessary business expenses, and failed to
5 provide and adhere to other related protections afforded by the California Labor Code and applicable
6 Industrial Welfare Commission Wage Order.

7 31. During their tenures, Plaintiff and the other class members earned and accrued vacation
8 time and/or paid time off pursuant to Defendants' policies. Nonetheless, Defendants unilaterally
9 eliminated Plaintiff and other class members earned and accrued vacation time and/or paid time off
10 without paying Plaintiff and other class members wages equivalent to their earned and accrued
11 vacation time and/or paid time off.

12 32. Defendants had the authority to hire and terminate Plaintiff and the other class
13 members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the
14 other class members' and aggrieved employees' employment, and to supervise their daily
15 employment activities.

16 33. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
17 and the other class members and aggrieved employees' employment for them to be joint employers
18 of Plaintiff and the other class members and aggrieved employees.

19 34. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
20 members and aggrieved employees.

21 35. Defendants continue to employ hourly paid and/or non-exempt employees within the
22 State of California.

23 36. Plaintiff and the other class members and aggrieved employees worked over eight (8)
24 hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the other class members and aggrieved employees were entitled
27 to receive certain wages for overtime compensation and that Plaintiff and the other class members
28 and aggrieved employees were not receiving certain wages for overtime compensation.

1 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other class members and aggrieved employees were entitled
3 to receive at least minimum wages for hours worked and that Plaintiff and the other class members
4 and aggrieved employees were not receiving minimum wages for all hours worked.

5 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and the other class members and aggrieved employees were entitled
7 to receive all meal periods or payment of one (1) additional hour of pay at their regular rate of
8 compensation when they were not provided with an uninterrupted meal period of no less than thirty
9 (30) minutes for a work period of more than five hours per day, and that Plaintiff and the other class
10 members and aggrieved employees did not receive all meal periods or payment of one (1) additional
11 hour of pay at their regular rate of compensation when a meal period was missed, shortened, taken
12 late, and/or interrupted.

13 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the other class members and aggrieved employees were entitled
15 to receive all meal periods or payment of one (1) additional hour of pay at their regular rate of
16 compensation when they were not provided with an uninterrupted second meal period of no less than
17 thirty (30) minutes for a work period of more than ten (10) hours per day, and that Plaintiff and the
18 other class members and aggrieved employees did not receive all second meal periods or payment of
19 one (1) additional hour of pay at their regular rate of compensation when a second meal period was
20 missed, shortened, taken late, and/or interrupted.

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the other class members and aggrieved employees were entitled
23 to receive all rest periods or payment of one (1) additional hour of pay at their regular rate of
24 compensation when they were not provided with an uninterrupted rest period of no less than ten (10)
25 minutes for every four hours, or major fraction thereof, worked, and that Plaintiff and the other class
26 members and aggrieved employees did not receive all rest periods or payment of one (1) additional
27 hour of pay at their regular rate of compensation when a rest period was missed, shortened, taken late,
28 and/or interrupted.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and the other class members and aggrieved employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time periods.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff and the other class members and aggrieved employees did not receive complete and accurate wage statements from Defendants.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse Plaintiff and the other class members and aggrieved employees for necessary business-related expenses.

46. 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 §§ 1194, 1197, and 1197.1

**(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY
HEALTHCARE (USA), LLC and DOES 1-25)**

47. Plaintiff incorporates herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

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

5 49. During the relevant time period, Defendants failed to pay the minimum wage to
6 Plaintiff and the other class members as required pursuant to California Labor Code sections 1194,
7 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter alia, Defendants'
8 effective payment of zero dollars per hour for time spent working "off-the-clock" performing duties
9 prior to clocking in and after clocking out.

10 50. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
11 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
12 Plaintiff and the other class members are entitled to recover the unpaid balance of her minimum wage
13 compensation as well as interest, costs, and attorneys' fees.

14 51. Pursuant to Labor code section 1194.2, Plaintiff and the other class members are
15 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
16 thereon.

17 **SECOND CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 510 and 1198**

19 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY** 20 **HEALTHCARE (USA), LLC and DOES 1-25)**

21 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

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

27 54. Specifically, the applicable IWC Wage Order provides that Defendants were required
28 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in

1 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

2 55. The applicable IWC Wage Order further provides that Defendants were required to pay
3 Plaintiff and the other class members at the rate of two times the regular rate of pay for all hours
4 worked in excess of twelve (12) hours in a day.

5 56. California Labor Code section 510 codifies the right to overtime compensation at
6 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
7 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
8 to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
9 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

10 57. During the relevant time period, Plaintiff and the other class members worked in excess
11 of eight (8) hours in a day, and/or in excess of forty (40) hours in a week performing work duties
12 “off-the-clock” prior to clocking in and after clocking out.

13 58. During the relevant time period, Defendants intentionally and willfully failed to pay
14 overtime wages owed to Plaintiff and the other class members.

15 59. Defendants’ failure to pay Plaintiff overtime wages violates California Labor Code
16 sections 510 and 1198, and is therefore unlawful.

17 60. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
18 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys’
19 fees.

20 **THIRD CAUSE OF ACTION**

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

22 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY** 23 **HEALTHCARE (USA), LLC and DOES 1-25)**

24 61. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in all preceding paragraphs.

26 62. At all relevant times set forth herein, the applicable IWC Wage Order and California
27 Labor Code section 226.7 and 512(a) were applicable to Plaintiff’s and the other class members’
28 employment by Defendants.

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

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

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

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

20 67. During the relevant time period, Plaintiff and the other class members, who were
21 scheduled to work for a period of time in excess of six (6) hours, were required to work for periods
22 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

23 68. During the relevant time period, Plaintiff and the other class members, who were
24 scheduled to work for a period of time in excess of ten (10) hours but no longer then twelve (12) hours,
25 and who did not waive their legally-mandated meal periods by mutual consent, was required to work
26 in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty
27 (30) minutes.

28 //

1 69. During the relevant time period, Plaintiff and the other class members, who were
2 scheduled to work for a period of time in excess of twelve (12) hours, was required to work for periods
3 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
4 minutes.

5 70. During the relevant time period, Defendants intentionally and willfully required
6 Plaintiff and the other class members to work during meal periods.

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

9 72. Defendants' conduct violates the applicable IWC Wage Order and California Labor
10 Code sections 226.7 and 512(a).

11 73. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b),
12 Plaintiff and the other class members are entitled to recover from Defendants one additional hour of
13 pay at their regular rate of compensation for each work day that a meal period was not provided.

14 **FOURTH CAUSE OF ACTION**

15 **Violation of California Labor Code § 226.7**

16 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY**
17 **HEALTHCARE (USA), LLC and DOES 1-25)**

18 74. Plaintiff incorporates herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 75. At all relevant times set forth herein, the applicable IWC Wage Order and California
21 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
22 Defendants.

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

26 77. At all relevant times set forth herein, the applicable IWC Wage Order provides that
27 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
28 practicable shall be in the middle of each work period" and that the "rest period time shall be based

1 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

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

6 79. During the relevant time period, Defendants willfully required Plaintiff and the other
7 class members to work during rest periods.

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

10 81. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
11 section 226.7.

12 82. Pursuant to the applicable IWC Wage Orders and California Labor Code section
13 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
14 hour of pay at their regular rate of compensation for each work day that a rest period was not provided.

15 **FIFTH CAUSE OF ACTION**

16 **Violation of California Labor Code § 204**

17 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY** 18 **HEALTHCARE (USA), LLC and DOES 1-25)**

19 83. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

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

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

86. 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.

87. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204, including wages for overtime compensation, meal period premiums, and rest period premiums.

88. As a result, Plaintiff and the other class members are entitled to all available statutory penalties, together with interest thereon, as well as other available remedies.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 1174

**(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY
HEALTHCARE (USA), LLC and DOES 1-25)**

89. At all relevant times set forth herein, California Labor Code section 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

90. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

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

92. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they

1 were denied both their legal right and protected interest, in having available, accurate and complete
2 payroll records pursuant to California Labor Code section 1174(d).

3 93. As a result, Plaintiff and the other class members are entitled to all available statutory
4 penalties, together with interest thereon, as well as other available remedies.

5 **SEVENTH CAUSE OF ACTION**

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

7 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY** 8 **HEALTHCARE (USA), LLC and DOES 1-25)**

9 94. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in all preceding paragraphs.

11 95. At all relevant times set forth herein, California Labor Code section 226(a) provides
12 that every employer shall furnish each of its employees an accurate itemized statement in writing
13 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
14 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
15 deductions, provided that all deductions made on written orders of the employee may be aggregated
16 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
17 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
18 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
19 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
20 The deductions made from payments of wages shall be recorded in ink or other indelible form,
21 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
22 deductions shall be kept on file by the employer for at least three years at the place of employment or
23 at a central location within the State of California.

24 96. At all relevant times set forth herein, Defendants have intentionally and willfully failed
25 to provide Plaintiff and the other class members with accurate itemized wage statements. The
26 deficiencies include, but are not limited to, failing to state the name of the legal entity that is the
27 employer, the total hours worked (including time spent working off-the-clock), the amount of meal
28 period premium wages earned, and the amount of rest period premium wages earned.

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

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

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

10 **EIGHTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 2800 and 2802**

12 **(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY**
13 **HEALTHCARE (USA), LLC and DOES 1-25)**

14 100. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in all preceding paragraphs.

16 101. Pursuant to California Labor Code sections 2800 and 2802, an employer must
17 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
18 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
19 consequence of his or her obedience to the directions of the employer.

20 102. Plaintiff and the other class members incurred necessary business-related expenses and
21 costs that were not fully reimbursed by Defendants, including, but not limited to, the use of personal
22 cell phones and computers for work-related purposes.

23 103. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
24 members for all necessary business-related expenses and costs. Plaintiff and the other class members
25 are entitled to recover from Defendants their business-related expenses and costs incurred during the
26 course and scope of her employment, plus interest accrued from the date on which Plaintiff and the
27 other class members incurred the necessary expenditures at the same rate as judgments in civil actions
28 in the State of California.

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 17200, Et Seq.

**(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY
HEALTHCARE (USA), LLC and DOES 1-25)**

104. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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

106. 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.

107. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work without paying them proper compensation violates California Labor Code sections 510, 1194, 1197, 1197.1 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff 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). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violates California Labor Code sections 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

108. Further, During their tenures, Plaintiff and the other class members earned and accrued vacation time and/or paid time off pursuant to Defendants' policies. Nonetheless, Defendants unilaterally eliminated Plaintiff and other class members earned and accrued vacation time and/or paid time off without paying Plaintiff and other class members wages equivalent to their earned and accrued vacation time and/or paid time off.

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

110. Plaintiff 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.

111. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years from 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.

TENTH CAUSE OF ACTION

Enforcement Action pursuant to California Labor Code §§ 2698, Et Seq.

(Against AMI EXPEDITIONARY HEALTHCARE, LLC; AMI EXPEDITIONARY HEALTHCARE (USA), LLC and DOES 1-25)

112. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

113. 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.

114. 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.

115. Plaintiff and the other hourly-paid, non-exempt employees, including those misclassified as independent contractors, 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 were committed against them.

1 116. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

3 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure
4 to pay minimum wages;

5 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
6 overtime wages;

7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to
8 provide legally required meal periods;

9 (d) Violation of California Labor Code section 226.7 for failure to provide legally
10 required rest periods;

11 (e) Violation of California Labor Code section 204 for failure to timely pay wages
12 to Plaintiff and other aggrieved employees during employment;

13 (f) Violation of California Labor Code section 1174(d) for failure to keep complete
14 and accurate payroll records relating to Plaintiff and other aggrieved employees;

15 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
16 wage statements to Plaintiff and other aggrieved employees; and

17 (h) Violation of California Labor Code sections 2800 and 2802 for failure to
18 reimburse Plaintiff and other aggrieved employees for necessary business-related
19 expenses.

20 117. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
21 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
22 civil penalties for Plaintiff, all other aggrieved employees, and the State of California against
23 Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein.
24 Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees
25 shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor
26 laws and education of employers and employees about their rights and responsibilities and twenty-five
27 (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections
28 210, 218.5, and 2699, Plaintiff seeks recovery of her attorneys' fees and costs.

1 **PRAYER FOR RELIEF**

2 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

3 **Class Certification**

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

9 **As to the First Cause of Action**

- 10 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 11 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
- 12 other class members;
- 13 6. For general unpaid wages and such general and special damages as may be appropriate;
- 14 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
- 15 Plaintiff and the other class members in the amount as may be established according to proof at trial;
- 16 8. For pre-judgment interest on any unpaid compensation from the date such amounts
- 17 were due;
- 18 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 19 Labor Code section 1194(a);
- 20 10. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 21 11. For such other and further relief as the Court may deem just and proper

22 **As to the Second Cause of Action**

- 23 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 24 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 25 wages due to Plaintiff and the other class members;
- 26 13. For general unpaid wages at overtime wage rates and such general and special damages
- 27 as may be appropriate;

28 //

1 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
2 date such amounts were due;

3 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Labor Code section 1194; and

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

6 **As to the Third Cause of Action**

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

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

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

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

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

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

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

18 **As to the Fourth Cause of Action**

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

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

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

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

27 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
28 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 204 by willfully failing to pay all compensation owed during the employment of Plaintiff and the other class members;

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

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

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

As to the Sixth Cause of Action

34. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1174 by willfully failing to keep accurate payroll records;

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

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

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

As to the Seventh Cause of Action

38. 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 Plaintiff and the other class members and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

As to the Eighth Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members

for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

46. For punitive damages and/or exemplary damages according to proof at trial;

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

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

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide them all minimum wages due to them, failing to provide all meal and rest periods to them, failing to pay their wages timely as required by California Labor Code sections 204, failing to provide them with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiff for necessary business-related expenses and costs;

50. For restitution of unpaid wages, including vacation wages, to Plaintiff and the other class members and all pre-judgment interest from the day such amounts were due and payable;

51. 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.;

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

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

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

As to the Tenth Cause of Action

55. 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 204, 226(a),

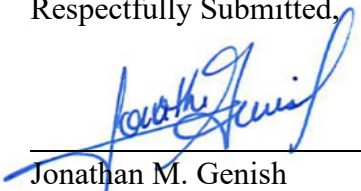
1 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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

3 Respectfully Submitted,

4 Dated: September 9, 2021

5 By:

6 
Jonathan M. Genish

7 Attorneys for Plaintiff

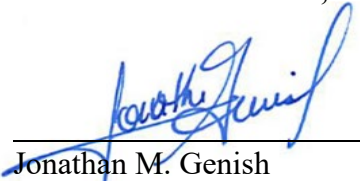
8 MATTHEW SAVATTIERI

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff MATTHEW SAVATTIERI hereby demands a jury trial with respect to all issues
3 triable of right by jury.

4
5 Dated: September 9, 2021

BLACKSTONE LAW, APC

6
7 By: 

8 Jonathan M. Genish
9 Attorneys for Plaintiff
10 MATTHEW SAVATTIERI
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28