

ZIMMERMAN REED LLP
 Caleb Marker (SBN 269721)
 caleb.marker@zimmreed.com
 Hrag Alexanian (SBN 333430)
 hrag.alexanian@zimmreed.com
 Jennifer Haidar (SBN 337558)
 jennifer.haidar@zimmreed.com
 2381 Rosecrans Avenue, Suite 328
 Manhattan Beach, CA 90245
 Telephone (877) 500-8780
 Facsimile (877) 500-8781

Attorneys for Plaintiff
Sarah Padron, in her capacity as
Private Attorney General Representative

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

SARAH PADRON, on behalf of herself and
 others similarly situated as Private Attorney
 General Representatives,

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE,
 LLC, a Delaware Limited Liability Company;
 AMI EXPEDITIONARY HEALTHCARE
 (USA), LLC, a Wyoming Limited Liability
 Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: **21STCV43932**

[CLASS AND REPRESENTATIVE ACTION]

**COMPLAINT FOR CIVIL PENALTIES UNDER
 THE PRIVATE ATTORNEYS GENERAL ACT
 OF 2004, CALIFORNIA LABOR CODE § 2698 et
 seq. ("PAGA")**

1. **Violation of California Labor Code § 510, 1194, 1198, and 1199 (Failure to Pay Overtime)**
2. **Violation of California Labor Code § 226.7 (Meal Breaks)**
3. **Violation of California Labor Code § 226.7 (Rest Breaks)**
4. **Violation of California Labor Code § 226 (Inaccurate Wage Statements)**
5. **Violation of California Labor Code § 203 (Waiting Time)**
6. **Violation of California Labor Code § 2800 and 2802 (Unreimbursed Business Expenses)**
7. **California Business and Professions Code § 17200 et seq.**

[JURY TRIAL DEMANDED]

1 **INTRODUCTION**

2 1. This case is brought by Sarah Padron (“Plaintiff”), individually and on behalf of the state
3 of California and other similarly situated aggrieved individuals who have worked for Defendant AMI
4 Expeditionary Healthcare and AMI Expeditionary Healthcare (USA), LLC (collectively referred to as
5 “Defendant” or “Defendants”) as Registered Nurses in California. Defendant is engaged in the business
6 of providing medical support, training, and associated services to the United States government and
7 various municipalities, and private sector clients. Defendants is based in Reston, Virginia, but it does
8 business across the United States and extensively throughout California.

9 2. As described below, this is an action for Defendant’s willful failure to pay overtime wages
10 to Plaintiff and all similarly situated aggrieved workers (collectively “Workers” or “Registered Nurses”)
11 in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”),
12 Cal. Bus. & Prof. Code § 17500, the California Labor Code, as penalized under the Private Attorneys
13 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”).

14 3. Defendant willfully failed to pay Workers the required overtime wages for all hours
15 worked in violation of Cal. Lab. Code §§ 510, 1194, 1198, and 1199 and has not paid appropriate overtime
16 premiums for hours worked in excess of eight hours per day or forty hours per week, in violation of Cal.
17 Lab. Code §§ 1194, 1198, 510, and 554.

18 4. Plaintiff brings these claims pursuant to PAGA on behalf of the state of California and all
19 other similarly situated aggrieved workers who have been Defendant’s employees as Registered Nurses
20 in California during the applicable time period. Plaintiff brings this action to recover civil penalties, fees
21 and costs, and any other remedies to which he may be entitled under PAGA, Cal. Lab. Code § 2699 *et*
22 *seq.*

23 **PARTIES**

24 5. Plaintiff Sarah Padron is an adult resident of Los Angeles, California, where she has
25 worked as a Registered Nurse for Defendant in San Mateo County, California.

26 6. Similarly situated aggrieved workers are current and former Registered Nurses that work
27 or worked for Defendant.

28 7. Plaintiff along with other current and former Registered Nurses all worked for Defendant

1 in the State of California.

2 8. Defendant AMI Expeditionary Healthcare is a Limited Liability Company organized in
3 Delaware and headquartered in Reston, Virginia.

4 9. Defendant AMI Expeditionary Healthcare (USA), LLC is a Limited Liability Company
5 organized in Wyoming and headquartered in Reston, Virginia.

6 10. Plaintiff started working for Defendant in March 2020. Plaintiff stopped working for the
7 Defendant in September 2020.

8 11. Other than the manner in which Defendant is presently identified, Defendants by the
9 name of DOES 1 through 50, are legally responsible for the wrongful conduct allege herein. Plaintiff is
10 unaware of these Defendants' true names, capacities, relationships, and extent of participation in the
11 conduct alleged herein, and therefore sue these Defendants by such fictitious names. Plaintiff will amend
12 this Complaint when their true names and capacities are ascertained.

13 12. Plaintiff alleges that each Defendant, directly or indirectly, or through agents, affiliates,
14 or other persons, employed Plaintiff and other similarly situated aggrieved workers ("Class Members"),
15 and exercised control over their wages, hours, and working conditions. Each Defendant acted in all
16 respects pertinent to this action as the agent of the other Defendants, to willfully operate and participate
17 in a joint scheme, producing a business model allowing for the unlawful conduct alleged; thus, the acts
18 of each Defendant are legally attributable to the other Defendants.

19 13. At all times relevant, the policies and practices that are complained of in this Complaint
20 have occurred throughout the class period and are currently applied by Defendants throughout
21 California.

22 JURISDICTION AND VENUE

23 14. This Court has jurisdiction over Plaintiff's claims for civil penalties under the Private
24 Attorneys General Act ("PAGA"), Cal. Labor Code § 2699 *et seq.*

25 15. Venue is proper under California Code of Civil Procedure § 395 and under California
26 Government Code § 12965(b), in that Plaintiff presently resides within the County of Los Angeles.

27 STATEMENT OF FACTS

28 16. Plaintiff was hired by Defendant as a registered nurse reporting to Defendant's location

1 in San Mateo, California.

2 17. During the entire period of Plaintiff's employment with Defendants, Plaintiff was a
3 dedicated and exemplary employee, and performed Plaintiff's duties as a registered nurse for
4 Defendants in a diligent and thorough manner.

5 18. While employed by Defendant, Plaintiff and Class Members were regularly required to
6 work shifts in excess of eight hours a day and 40 hours a week.

7 19. Defendant have consistently failed to pay for overtime hours after 8 hours of work in a
8 workday by Defendant in California in violation of California law.

9 20. Moreover, Defendant provided wage statements that listed the incorrect earnings as a
10 result of their failure to pay overtime after 8 hours of work in a workday. Therefore, the total gross and
11 net earnings, as well as regular time and overtime hours listed on the employee's pay stubs are incorrect
12 as they do not pay overtime after 8 hours in a workday even though employees were regularly scheduled
13 and encouraged to work over 12-hour shifts.

14 21. Plaintiff and Class Members seek compensation for all sustained damages, including
15 loss of earnings for all hours of overtime worked; all penalties pursuant to Cal. Lab. Code § 510,
16 liquidated damages, or other damages permitted by law; restitution or disgorgement of all benefits
17 obtained by Defendant from their unlawful business practices; injunctive and declaratory relief; all
18 forms of equitable relief permitted by law; prejudgment interest and reasonable attorneys' fees and
19 costs.

20 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

21 22. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at
22 length herein.

23 23. Prior to filing this complaint, Plaintiff complied with notice requirements pursuant to
24 California Labor Code § 2699.3. A copy of the letter sent to the Labor & Workforce Development
25 Agency ("LWDA") is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants had
26 notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five (65) or
27 more days have passed and the LWDA has not indicated intent to investigate claims. Therefore, Plaintiff
28 may proceed with this action in a representative capacity. Plaintiff also sent a copy of this PAGA

1 Representative Action Complaint to the LWDA, providing timely notice to the LWDA for the substance
2 and violations set forth in this Complaint.

3 24. Plaintiff and Class Members are aggrieved employees as defined in California Labor
4 Code § 2699(a). Plaintiff brings this cause of action on behalf of all current and former non-exempt
5 employees of Defendants in the State of California.

6 25. On September 8, 2021, Plaintiff gave written notice of Defendant's violations of the
7 California Labor Code as alleged in this Complaint in Intervention to the Labor and Workforce
8 Development Agency ("LWDA") via online filing (LWDA-CM-843853-21) and to Defendant via
9 certified mail. LDWA has not provided notice indicating an intent to investigate the alleged violations
10 and it is Plaintiff's position that, barring extraordinary circumstances, the lack of notice by the LWDA
11 can be interpreted as a decision not to investigate the alleged violations.

12 26. Plaintiff and all similarly situated aggrieved workers are all subject to Defendant's
13 common plan or practice of failing to pay the applicable wage specified by California law for all hours
14 worked, and overtime for hours worked by Workers in excess of forty in a given week.

15 27. Plaintiff and similarly situated aggrieved workers allege the following:

16 **Penalties Pursuant to Labor Code Private Attorneys General Act of 2004**

17 **Violations of Cal. Lab. Code § 2698, *et seq.***

18 28. Plaintiff and all similarly situated aggrieved workers re-allege and incorporate all
19 previous paragraphs as fully set forth herein. Plaintiff is an "aggrieved employee" as defined by
20 California Labor Code § 2699(c) as she was employed by Defendant during the applicable statutory
21 period and suffered injury as a result of Defendant's various violations of the California Labor Code.
22 Accordingly, Plaintiff seeks to recover, on behalf of the State of California as well as herself and all
23 other current and former aggrieved employees of Defendant who have worked in California, the civil
24 penalties provided by PAGA, plus reasonable attorney's fees and costs.

25 29. Plaintiff and all similarly situated aggrieved workers are entitled to penalties under
26 PAGA for Defendant's following violations:

27 **CLASS ACTION ALLEGATIONS**

28 30. Plaintiff brings this action on behalf of themselves, and all others similarly situated as a

1 class action pursuant to Section 382 of the California Code of Civil Procedure.

2 31. Plaintiff seeks to represent Classes composed of and defined as follows:

3 **Failure to Pay Overtime Class.** All persons who are employed or have
4 been employed by Defendants in California in a non-exempt position who
are or were not paid overtime for all work after 8 hours in a workday.

5 **Failure to Provide Adequate Meal and Rest Breaks Class.** All persons
6 who are or were employed by Defendants in California in a non-exempt
7 position who did not receive adequate meal breaks for work in excess of
five hours and did not receive rest breaks after working in excess of four
hours.

8 **Waiting Time Penalties Class.** All persons who are employed or were
9 employed by Defendants in California in a non-exempt position who did
not receive all wages owed to them at the time of their termination.

10 32. Plaintiff also seek to represent a Class composed of and defined as follows:

11 **Itemized Wage Statement Class.** All persons who are employed or have
12 been employed by Defendants in California in a non-exempt position who
13 did not receive an itemized wage statement that listed the correct straight
and overtime hours that the employee worked in the pay period or the
correct gross and net wages earned.

14 33. This action has been brought and may be properly maintained as a class action under the
15 provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined
16 community of interest in the litigation and the proposed Classes are easily ascertainable.

17 **A. Numerosity**

18 34. The potential members of the Classes as defined are so numerous that joinder of all the
19 members of the Classes is impracticable. While the precise number of class members for each Class has
20 not been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
21 and during the relevant period employed, hundreds of employees in the State of California, in non-
22 exempt positions who are or have been affected by Defendants' unlawful and uniform policies of: (1)
23 failing to pay for all overtime worked after 8 hours in a workday or over 40 hours in a week; (2) failing
24 to provide adequate meal breaks for work in excess of 5 hours and rest breaks for work in excess of 4
25 hours; (3) failing to pay all wages owed at termination; and (4) failure to provide accurate itemized wage
26 statements.

27 35. Plaintiff alleges that Defendant's employment records will provide information as to the
28

number and location of all members of the Classes. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

36. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants violated California Labor Code §§ 510, 1194, 1198 and 1199 by failing to pay proper overtime wages to the putative Class Members;
- b. Whether Defendants violated California Labor Code § 226.7 in failing to provide adequate meal and rest breaks to the putative Class Members;
- c. Whether Defendants violated California Labor Code § 226 for failure to furnish its employees with a complete and accurate itemized wage statement; and
- d. Whether Defendants violated California Labor Code § 203 by failing to pay overtime wages due and owing at the time of termination of employment for the putative Class Members.

C. Typicality

37. The claims of the Plaintiff are typical of the claims of the Classes. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of the law as alleged therein.

D. Adequacy of Representation

38. Plaintiff will fairly and adequately represent and protect the interests of the members of the Classes. Counsel who represents the Plaintiff are competent and experienced class action litigators.

E. Superiority of Class Action

39. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. Each member of each Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and practice of failing to properly compensate Class Members as alleged

1 above.

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

6 **FIRST CAUSE OF ACTION**

7 **Failure to Pay Overtime**

8 **Violation of Cal. Lab. Code § 510, 1194, 1198, 1199**

9 41. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at
10 length herein.

11 42. During the relevant time period, Plaintiff and Class Members often worked in excess of
12 eight hours in a workday, and 40 hours in a workweek.

13 43. During the class period, Defendants failed to compensate Plaintiff and Class Members
14 for some or all of the overtime worked, in violation of California Labor Code § 510.

15 44. Defendant's willful conduct, as set forth herein, in failing to pay its Registered Nurses
16 who have worked in California one and one-half their regular rate of pay for all hours worked beyond
17 forty hours per week as required by California law, violates Cal. Lab. Code § 510.

18 45. At all relevant times, Defendant was aware of, and was under a duty to comply with,
19 various provisions of the California Labor Code.

20 46. At all relative times, Defendant was aware of, and had a duty to comply with, the
21 provision of California Labor Code § 510. California Labor Code § 510 includes:

22 a. California Labor Code § 510: "Eight hours of labor constitutes a day's work. Any work in excess
23 of eight hours in one workday and any work in excess of 40 hours in any one workweek and the
24 first eight hours worked on the seventh day or work in any one workweek shall be compensated
25 at the rate of no less than one and one-half times the regular pay for an employee..."

26 b. California Labor Code § 1194: "Notwithstanding any agreement to work for a lesser wage, any
27 employee receiving less than ... the legal overtime compensation applicable to the employee is
28 entitled to recover in a civil action the unpaid balance of the full amount of this ... overtime

1 compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

2 c. California Labor Code § 1198: "The maximum hours of work and the standard conditions of
3 labor fixed by the commission shall be the maximum hours of work and the standard conditions
4 of labor for employees. The employment of any employee for longer hours than those fixed by
5 the order or under conditions of labor prohibited by the order is unlawful."

6 d. California Labor Code § 1199: "Every employer or other person acting either individually or as
7 an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by
8 a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days,
9 or by both, who does any of the following: (a) Requires or causes any employee to work for
10 longer hours than those fixed, or under conditions of labor prohibited by an order of the
11 commission... [or] (c) Violates or refuses or neglects to comply with any provision of this
12 chapter or any order of the commission."

13 47. By refusing to compensate Plaintiff and Class Members for overtime wages earned,
14 Defendant violated the California Labor Code cited herein.

15 48. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
16 Plaintiff and Class Members have sustained damages, including loss of earnings for hours of overtime
17 worked on behalf of Defendants in an amount to be established at trial. As a further direct and proximate
18 result of Defendant's unlawful conduct, as set forth herein, Plaintiff and Class Members are entitled to
19 recover interest on the overtime wages earned but not paid, at a rate of 10% per year, as well as attorney's
20 fees and costs (California Labor Code § 218.5 and 1194), and the assessment of any other statutory
21 penalties provided by the California Labor Code.

22 **SECOND CAUSE OF ACTION**

23 **Failure to Provide Adequate Meal Breaks**

24 **Violation of Cal. Lab. Code § 226.7**

25 49. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at
26 length herein.

27 50. Plaintiff and Class Members regularly work in excess of five (5) hours per day without
28 afforded a meal period of not less than 30 minutes as required by California Labor Code § 226.7.

51. California Labor Code § 512 provides that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than 30 minutes.

52. Furthermore, California Labor Code § 226.7 provides:

a. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

b. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

53. As a consequence of Defendants' conduct in not providing for adequate meal periods, Class Members are entitled to one additional hour of pay at their regular rate as a penalty under California Labor Code § 226.7 for each day in which the proper meal period was not provided. In addition, Plaintiff and Class Members are entitled to interests, penalties, attorney's fees and costs pursuant to California Labor Code § 218.5.

THIRD CAUSE OF ACTION

Failure to Provide Adequate Rest Breaks

Violation of Cal. Lab. Code § 226.7

54. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at length herein.

55. Plaintiff and Class Members regularly work in excess of four (4) hours per day without being afforded a rest period of not less than 10 minutes as required by California Labor Code § 226.7.

56. California Labor Code § 226.7 mandates that no employer shall require any employee to work during any meal or rest period.

57. California Labor Code § 226.7 provides that:

a. An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

b. If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

58. As a consequence of Defendants' conduct in not providing for adequate rest periods, Class Members are entitled to one additional hour of pay at their regular rate as a penalty under California Labor Code § 226.7 for each day in which the proper rest period was not provided. In addition, Plaintiff and Class Members are entitled to interests, penalties, attorney's fees and costs pursuant to California Labor Code § 218.5.

FOURTH CAUSE OF ACTION

Failure to Provide Itemized Wage Statements

Violation of Cal. Lab. Code § 226

59. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at length herein.

60. Section 226 of the California Labor Code requires Defendants to provide itemized wage statements at the time of payment of wages, which include but are not limited to the following: the correct wages earned, the correct total hours worked by the employee, the correct net wages earned, the

1 inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect
2 during the pay period and the corresponding correct number of hours worked at each hourly rate by the
3 employee.

4 61. Defendants did not provide itemized wage statements to Plaintiff and Class Members
5 which detailed the correct overtime wages earned, the correct overtime hours worked, and the correct
6 applicable overtime hourly rate, among other failings, at the time of payment of wages, in violation of
7 California Labor Code § 226.

8 62. Plaintiff and putative Class Members have been injured by Defendants' failure to provide
9 all of the requisite information on its itemized wage statements in that such failure masks possible and
10 actual underpayments to Defendants' employees and makes it difficult for Defendants' employees to
11 verify that they have in fact been paid the proper amounts owed for all hours worked. This conduct was
12 done knowingly and intentionally, as Defendants are aware of California law and that it was not paying
13 its employees for all overtime hours worked with the design to harm Plaintiff and the putative Class
14 Members.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay Waiting Time Penalties**

17 **Violation of Cal. Lab. Code § 203**

18 63. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at
19 length herein.

20 64. California Labor Code § 201 requires an employer who discharges an employee to pay
21 all compensation due and owing to that employee immediately upon discharge.

22 65. California Labor Code § 203 provides that if an employer willfully fails to pay
23 compensation promptly upon separation from employment, as required by either section 201 or 202,
24 then the employer is liable for waiting time penalties in the form of continued compensation for up to
25 thirty (30) workdays.

26 66. Defendants willfully failed and refused to timely pay overtime compensation to putative
27 Class Members whose employment terminated. Therefore, Defendants are liable to these putative Class
28 Members for waiting time penalties, together with costs, under California Labor Code § 203.

67. As a result of Defendants' unlawful conduct, Plaintiff and putative Class Members have suffered damages, as they were not paid all wages due. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records.

68. As a result of these violations, Plaintiff and Class Members have been damaged in an amount at the time of trial, an amount which at this time is less than \$5,000,000 but still in excess of the minimum jurisdiction of this Court.

SIXTH CAUSE OF ACTION

Failure to Pay Reimbursed Business Expenses

Violation of Cal. Lab. Code § 2800 and 2802

69. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at length herein.

70. Section 2800 and 2802 of the California Labor Code requires the Defendants to reimburse its employees for expenses Plaintiff and Class Members have paid that should have been borne by their employer.

71. Plaintiff and Class Members suffered harm by incurring costs that were not reimbursed by the Defendant, including, but not limited to, transportation costs for rental cars and gas.

72. Defendants willfully failed and refused to timely reimburse Plaintiff and putative Class Members for necessary expenses related to the employment. Therefore, Defendants are liable to the Plaintiff and putative Class Members for failure to reimburse business expenses, under California Labor Code § 2800 and 2802.

SEVENTH CAUSE OF ACTION

Violation of the Unfair Competition Law

Bus. and Prof. Code § 17200

73. Plaintiff reasserts the allegations in the paragraphs above as though fully set forth at length herein.

74. Defendants' aforementioned conduct in failing to pay the Plaintiff and Class Members all wages due, as well as the violations described, constitutes unfair and deceptive practices in violation of the UCL.

75. Specifically, Defendants' conduct violates the deceptive, unfair, and unlawful prong of the UCL.

76. Violations of the California Labor Code are unlawful acts which are independently actionable under the UCL. *See Farmers Ins. Exchange v. Superior Court*, 2 Cal. 4th 377, 383, 826 P.2d 730 (Cal. 1992).

77. Plaintiff bring this claim on behalf of Class Members pursuant to the UCL, which prohibits unfair competition, defined as “any unlawful, unfair or fraudulent business act or practice.” On behalf of Class Members, Plaintiff seeks compensation for the loss of their property and the personal financial impacts they have suffered as a result of Defendants’ unfair business practices. Defendants’ conduct, as described above, has been and continues to be deleterious to the Class Members, and Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5.

78. By failing to pay overtime compensation, in violation of California Labor Code §§ 510, 1194, 1198, and 1199, Defendants engaged in unlawful, unfair, unconscionable, or fraudulent business acts or practices in violation of the UCL.

79. The acts complained of herein, and each of them, constitute unlawful, unfair, unconscionable, or fraudulent business acts or practices in violation of California Business & Professions Code § 17200, et seq. Defendants' acts and practices described herein offend established public policies, including, but not limited to those set forth in the California Labor Code, and involve business practices that are immoral, unethical, oppressive, or unscrupulous.

80. The unfair business practices set forth above have and continue to injure the Class and the general public and cause injury and the loss of money, as described further within. These violations have unjustly enriched the Defendants at the expense of Class Members. As a result, Class Members are entitled to restitution.

APPLICABLE CIVIL PENALTIES

81. Plaintiff seeks an award for the for the failure to reimburse Workers for all necessary expenses incurred in performing their duties for Defendant, including but not limited to vehicle rental and vehicle fuel, in violation of California Labor Code § 2802.

82. Plaintiff seeks an award for the failure to ensure that all Workers received the appropriate overtime premium pay for all overtime hours worked in excess of 40 per week or eight per day in violation of California Labor Code § 510, 554, 1194, and 1198.

83. California Labor Code § 2699(f) provides for civil penalties for Labor Code violations for which no civil penalty is specifically provided. There is no specified civil penalty for violations of California Labor Code § 2802.

84. Plaintiff seeks an award for the failure of overtime pay violations under California Labor Code §§ 510 and 558 a statutory civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations (per employee per pay period in which that employee is underpaid) in addition to an amount sufficient to recover the balance of unpaid wages. The statute orders an additional penalty of one hundred dollars for subsequent violations for each underpaid employee for each pay period in which the employee was underpaid, in addition to an amount sufficient to recover the balance of unpaid wages.

85. Plaintiff seeks an award for violations of California Labor Code § 226.8, § 226.8(b) imposes a civil penalty of a minimum of \$5,000 and not more than \$15,000 per violation.

86. Plaintiff seeks an award for violations of California Labor Code §§ 201-204, California Labor Code § 210 imposes a civil penalty in addition to any other penalty provided by law of one hundred dollars (\$100) per aggrieved employee for the first violation and two hundred dollars (\$200) per aggrieved employee plus twenty-five percent (25%) of the amount unlawfully withheld for subsequent violations.

87. Plaintiff seeks an award for violations of California Labor Code § 1174(d), California Labor Code § 117.5 imposes a civil penalty of \$500 per aggrieved employee for each willful failure to maintain proper records.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following specific relief against Defendant as follows:

- | | |
|----|---|
| A. | An award of civil penalties pursuant to PAGA; |
| B. | For unpaid wages pursuant to the California Labor Code as set forth above; |
| C. | For damages, liquidated damages, statutory damages, and penalties pursuant to the |

1 California Labor Code, including the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et*
2 *seq.*, as set forth above;

3 D. For restitution;

4 E. For private and public injunctive relief;

5 F. For declaratory relief;

6 G. For pre-judgment and post-judgment interest pursuant for California Civil Code § 3287
7 and § 3288;

8 H. For attorneys' fees, interests, and costs incurred by Plaintiff in filing this action pursuant
9 to Labor Code § 218.5 and 1194(a), Code of Civil Procedure § 1021.5, or other applicable laws or
10 common law; and

11 I. Such further relief as this court deems appropriate.

12 **DEMAND FOR JURY TRIAL**

13 NOW COMES Plaintiff, by and through her Attorneys, and hereby demands a trial by jury on
14 all issues triable by jury.

15 Respectfully submitted,

16 ZIMMERMAN REED LLP

17 

18 Dated: November 30, 2021

By:

19 Caleb Marker (SBN 269721)
20 Hrag Alexanian (SBN 333430)
21 Jennifer Haidar (SBN 337558)
22 2381 Rosecrans Ave., Suite 328
23 Manhattan Beach, CA 90245
24 (877) 500-8780 telephone
25 (877) 500-8781 facsimile

26 *Attorneys for Plaintiff and aggrieved employees*

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

[Exhibit A] – LWDA Notice Letter

Subject: Thank you for submission of your PAGA Case.

Date: Wednesday, September 8, 2021 at 11:53:42 AM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

To: Josephine Lu <josephine.lu@zimmreed.com>

EXTERNAL EMAIL: Use caution with requests, links, and attachments.

9/8/2021

LWDA Case No. LWDA-CM-843853-21

Law Firm : Zimmerman Reed LLP

Plaintiff Name : Sarah Padron

Employer: AMI Expeditionary Healthcare

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=ePBrCR3oSWMic3N2fT0ugOIkIhKKKS1RS1UfJllkdYI&m=_dHjLXVVkRuD_XbAoD0AcmO6gzhiVxg2bNhhklfFU-MU&s=WIZw8l-qoutD35k58gCgUtTdxNReSveEhvFWVdVefNc&e=

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us3.proofpointessentials.com/index01.php?mod_id=11&mod_option=logitem&mail_id=1631127223-0tYaYi_TqJF0&r_address=josephine.lu%40zimmreed.com&report=1

September 8, 2021

Via Electronic Submission

REPLY TO LOS ANGELES

Labor and Workforce Development Agency
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013

Via Certified Mail with Return Receipt Requested

AMI Expeditionary Healthcare
12030 Sunrise Valley Drive
Suite 250
Reston, VA 20190

**RE: *Notice of Violations of the California Labor Code Pursuant to the
Private Attorneys General Act, Labor Code § 2698 et seq***

To Whom It May Concern:

Please be advised that Zimmerman Reed LLP represents Sarah Padron (“Employee”), an employee of Ami Expeditionary Healthcare (“Company”). Employee intends to file claims for violations of Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* against Company.

Employee’s claims include numerous violations of the California Labor Code, including those under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Please consider this communication as notice of the claims detailed below pursuant to PAGA. PAGA requires that new claim notices, responses, and certain court documents be filed with the Labor and Workforce Development Agency (LWDA) prior to filing suit.

Claim Background

Employee worked for AMI Expeditionary Healthcare as a Registered Nurse from 2020 to 2021. During that time, Employee worked more 8 hours in a 24-hour period and was not paid overtime wages in violation of California Labor Code § 1194(a) and §2699(a). In the event Employee is subject to an Alternative Workweek Schedule authorized under California Labor Code § 511, Employee and the other employees did not vote to implement such a schedule and were required to work different hours other than those outlined under the Alternative Workweek Schedule. As a result, Employee seeks to recover unpaid wages, damages, interest, penalties, and attorneys’ fees as permitted by the Labor Code.

Notice of Labor Code Violations

Employee seeks the maximum civil penalties available under the following sections of the Labor Code:

§ 1194

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

§204

- (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

§210

- (a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:
 - (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
 - (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.
 - (3) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.

§ 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

§ 225.5

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

- **§ 226**

- (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

- **§ 226.2**

- This section shall apply for employees who are compensated on a piece-rate basis for any work performed during a pay period. This section shall not be construed to limit or alter minimum wage or overtime compensation requirements, or the obligation to compensate employees for all hours worked under any other statute or local ordinance. For the purposes of this section, "applicable minimum wage" means the highest of the federal, state, or local minimum wage that is applicable to the employment, and "other nonproductive time" means time under the employer's control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis.
- (a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:

- (1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.
- (2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:
 - (A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.
 - (B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.
- (3)(A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:
 - (i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.
 - (ii) The applicable minimum wage.

Non-Spoilation Notice

Please be advised that Company is under a legal duty to maintain, preserve, retain, protect, and not destroy any and all documents and data, both electronic and hard copy, which may be relevant to Employee's claims as set forth herein. The failure to preserve and retain the electronic data and evidence outlined in this notice may constitute spoliation of evidence which may subject you to legal claims for damages and/or evidentiary and monetary sanctions. For purposes of this notice, electronic data or electronic evidence shall include, but not be limited to, all text files (including word-processing documents), presentation files (such as PowerPoint), financial data, spreadsheets, e-mail files and information concerning e-mail files (including logs of e-mail history and usage, header information, and deleted files), internet history files and preferences, graphical files in any format, databases, calendar and scheduling information, task lists, voice mail, instant messaging and other electronic communications, telephone logs, contact managers, computer system activity logs, and all file fragments, internet usage files, offline storage or information stored on removable media or storage media, information contained on laptops, or other portable devices, network access information and backup files containing electronic data or electronic evidence, SMS messages, any other electronic communications, including, but not limited to Google Apps, Google Mail, Confide, WhatsApp, and Telegram. Specifically, you are instructed not to destroy, disable, erase, encrypt, alter, or otherwise make unavailable any electronic data and/or evidence relevant to the Employee's claims, and you are further instructed to take reasonable efforts to preserve such data and/or evidence.

To meet this burden, you are instructed by way of example and not limitation, to:

- Preserve all data storage backup files (i.e., not overwrite any previously existing backups);
- Preserve and retain all electronic data generated or received by employees who may have personal knowledge of the facts involved in the claims against the Defendant as set forth herein;
- Refrain from operating, removing or altering, fixed or external drives and media attached to any workstations or laptops, voice mail systems, and cell phones, copy machines that are reasonably thought to have data related to the claims, including but not limited to the workstations and/or laptops used by any employee or contractor;
- Preserve and retain all data from servers and networking equipment logging network access activity and system authentication;
- Preserve and retain all electronic data in any format, media, or location relating to the claims, including data on hard drives, hard disks, floppy disks, zip drives, CD-ROMs, CD-RWs, DVDs, backup tapes, PDAs, cell phones, smart phones, memory cards/sticks, or digital copiers or facsimile machines;
- Prevent employees from deleting or overwriting any electronic data related to the Employees claims including data stored on social-media websites and services such as Facebook, Instagram, Snapchat detailing purchases made with payments from Defendant; and
- Take such other security measures, including, but not limited to, restricting physical and electronic access to all electronically stored data directly or indirectly related to the Employee s claims.

In addition, you are required to instruct all current and former employees and contractors to preserve the following for all electronic devices in their possession including but not limited to a cell phone, smartphone, tablet, iPad, laptop, and GPS:

- Maintain and preserve the actual electronic device(s) that were used and/or owned during the time they worked for Defendant;
- Maintain their cell phone and/or data usage records during the time they worked for Defendant; and
- Preserve all calls, voicemails, text messages, emails, instant messages, social-media messages, social- media posts, internet searches, GPS data, and other electronic communication or data during the time they worked for Defendant.

You are instructed not to alter, delete, destroy or discharge any of your electronic devices and/or the above-requested data until we have had an opportunity to have them inspected by an expert. To facilitate the retrieval of said data, be advised that a forensic accounting firm may be retained to forensically acquire the hard drives and other media that may contain electronic data related to the action. Please be advised that failure to preserve evidence may be considered spoliation of evidence and could result in penalties assigned by the Court.

September 8, 2021

Page 6

Conclusion

Employee is entitled to recover unpaid wages, damages, interest, penalties, and attorneys' fees as permitted by the Labor Code. They intend to bring an action against AMI Expeditionary Healthcare pursuant to the Private Attorneys General Act ("PAGA") and other state laws to recover wages, damages, restitution, interest, penalties, and attorneys' fees and costs. If permitted, Employee will seek any and all amounts capable of being collected by the Commission pursuant to Labor Code Section 2699.3 *et seq.*

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'C' and 'M' intertwined, followed by a long horizontal stroke.

Caleb Marker

Partner | 877.500.8780 | caleb.marker@zimmreed.com