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

IMAGINE VINCENT, as an aggrieved
employee and private attorney general;

Plaintiff,

vs.

ASSISTED HOME RECOVERY, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **22STCV05045**

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

1 Plaintiff IMAGINE VINCENT (“Plaintiff”), individually and as an aggrieved employee and
2 private attorney general pursuant to the Labor Code Private Attorneys General Act of 2004, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative enforcement action brought by Plaintiff against Defendants
7 ASSISTED HOME RECOVERY, INC. and DOES 1 through 50 (collectively “Defendants”) under
8 the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.
9 (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals
10 who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at
11 any time during the period from December 6, 2020 to final judgment (“Aggrieved Employees”).

12 2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired
13 Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked
14 (including minimum wages, straight time wages, and overtime wages), failed to provide them with all
15 meal periods and rest periods and associated premium wages to which they were entitled, failed to
16 timely pay them all wages during their employment, failed to timely pay them all wages due upon
17 termination of their employment, failed to provide them with accurate itemized wage statements, failed
18 to maintain accurate payroll records, failed to pay reporting time wages, and failed to reimburse them
19 for necessary business expenses.

20 3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204,
21 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
22 Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover
23 all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees
24 and costs.

25 **JURISDICTION AND VENUE**

26 4. This Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
28 for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens and residents of California, regularly conduct business in California, have sufficient minimum contacts in California, and/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. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. Venue is proper in the judicial district and the County of Los Angeles, California, because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Los Angeles. 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

7. Plaintiff IMAGINE VINCENT is an individual residing in the State of California,
County of Los Angeles.

8. Defendant ASSISTED HOME RECOVERY, INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the State of California.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 50 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to Defendant ASSISTED HOME RECOVERY, INC. and/or DOES 1 through 50, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

11. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the

1 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
2 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

3 12. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
4 Employees, to set work rules and conditions governing Plaintiff and the Aggrieved Employees'
5 employment, and to supervise their daily employment activities.

6 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
7 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the
8 Aggrieved Employees.

9 14. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
10 Employees.

11 15. Defendants continue to employ hourly paid and/or non-exempt employees within the
12 State of California.

13 16. At all relevant times, Defendants, and each of them, ratified each and every act or
14 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
15 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
16 alleged.

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

20 **GENERAL ALLEGATIONS**

21 18. Defendants are a provider of home healthcare, palliative care, hospice care and care
22 giver services with office throughout California, including Covina, Los Angeles, Mission Hills,
23 Thousand Oaks, Ventura and Santa Barbara.

24 19. From approximately November 2018 to October 2020, Defendants, jointly and
25 severally, employed Plaintiff as a non-exempt, hourly-paid employee in the County of Los Angeles.

26 20. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved
27 Employees as hourly-paid or non-exempt employees.

28 21. Plaintiff is informed and believe, and thereon alleges that Defendants engaged in an

1 ongoing scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in
2 more detail below, this scheme involved, *inter alia*, failing to pay Plaintiff and Aggrieved Employees
3 all wages owed for all time worked (including minimum wages, straight time wages, and overtime
4 wages); failing to permit Plaintiff and Aggrieved Employees to take timely and duty-free meal periods
5 and rest periods in violation of California law and failing to pay associated premium wages; failing to
6 reimburse Plaintiff and Aggrieved Employees for all necessary business-related expenses; failing to
7 timely pay all wages owed to Plaintiff and Aggrieved Employees during employment and upon
8 cessation of their employment; failing to maintain required records; failing to reimburse Plaintiff and
9 Aggrieved Employees for all business-related expenses and costs; and failing to provide accurate,
10 itemized wage statements.

11 22. Throughout the time period involved in this case, Defendants have implemented
12 policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and
13 duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees of
14 all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved
15 Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a
16 reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and
17 Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end
18 of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
19 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed
20 to maintain accurate records of meal periods taken by Plaintiff and Aggrieved Employees.

21 23. Throughout the time period involved in this case, Defendants did not adequately inform
22 Plaintiff and Aggrieved Employees of their right to take meal periods under California law. Moreover,
23 Defendants systematically disregarded their own written policies regarding the provision and timing
24 of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and
25 practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from taking
26 timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work through
27 their meal periods, for which they were not compensated.

28 24. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or

1 shortened in violation of California law. Defendants knew or should have known that Plaintiff and
2 Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of
3 pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.
4 Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal
5 periods to Plaintiff and Aggrieved Employees, and routinely failed to pay one additional hour of pay
6 to Plaintiff and Aggrieved Employees at their regular rate of pay when a meal period was missed,
7 short, late, and/or interrupted.

8 25. Throughout the time period involved in this case, Defendants have implemented
9 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely and
10 duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and
11 Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and
12 one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting
13 six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such
14 rest breaks in the middle of each work period.

15 26. Throughout the time period involved in this case, Defendants did not adequately inform
16 Plaintiff and Aggrieved Employees of their right to take rest periods under California law. Moreover,
17 Defendants systematically disregarded their own written policies regarding the provision and timing
18 of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice
19 was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from
20 taking timely and duty-free rest periods, and to regularly require Plaintiff and Aggrieved Employees
21 to work through their rest periods.

22 27. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
23 Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened
24 in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved
25 Employees were entitled to receive all rest periods or payment of one additional hour of pay at their
26 regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
27 knowledge, Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees
28 to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and Aggrieved
Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

28 28. Throughout the time period involved in this case, Defendants regularly required

1 Plaintiff and Aggrieved Employees to perform work off-the-clock and/or outside of their regularly
2 scheduled hours. Defendants failed to compensate Plaintiff and Aggrieved Employees for this time.

3 29. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees
4 worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

5 30. Throughout the time period involved in this case, Defendants regularly failed to pay
6 overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight
7 (8) hours in a single workday and/or forty (40) hours in a single work week, or in excess of twelve
8 (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants knew or
9 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for
10 overtime or double overtime compensation and that they were not receiving wages for overtime or
11 double overtime compensation.

12 31. Throughout the time period involved in this case, Defendants failed to pay overtime to
13 Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay
14 correctly calculated to include all applicable remuneration.

15 32. Throughout the time period involved in this case, Defendants regularly failed to pay
16 Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew
17 or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
18 minimum wages for all hours worked and that they were not receiving at least minimum wages for all
19 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
20 and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring
21 Plaintiff and Aggrieved Employees to perform work off the clock.

22 33. Throughout the time period involved in this case, Defendants regularly failed to pay
23 Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
24 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to
25 receive all wages owed to them upon termination within the time permissible under California Labor
26 Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all final wages
27 owed to them upon discharge or resignation, including overtime compensation and minimum wages
28 within any time permissible under California Labor Code section 202.

34. Throughout the time period involved in this case, Defendants regularly failed to pay
Plaintiff and Aggrieved Employees all wages within any time permissible under California law,

1 including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that
2 Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them during their
3 employment. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
4 overtime compensation, minimum wages, and meal and rest period premiums, within any time
5 permissible under California Labor Code section 204.

6 35. Throughout the time period involved in this case, Defendants regularly failed to
7 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
8 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
9 and accurate wage statements in accordance with California law, but, in fact, they did not receive
10 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the
11 failure to include the total number of hours worked (including time spent working off the clock) and
the actual gross wages earned.

12 36. Throughout the time period involved in this case, Defendants regularly failed to keep
13 complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants knew or
14 should have known that Defendants were required to keep complete and accurate payroll records for
15 Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did not keep
16 complete and accurate payroll records.

17 37. Throughout the time period involved in this case, Defendants regularly failed to
18 maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal
19 periods, total daily hours, and hours per pay period.

20 38. Throughout the time period involved in this case, Defendants failed to reimburse
21 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but not
22 limited to use of personal cell phones. Defendants knew or should have known that Defendants were
23 required to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related
24 expenses and costs, but, in fact, failed to do so in violation of California law.

25 39. Throughout the time period involved in this case, Defendants knew or should have
26 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to California
27 law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
28 intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved Employees that they
paid all wages owed to them, all to increase Defendants' profits.

PAGA ALLEGATIONS

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

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

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

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

44. 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

1 five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved
2 employee may commence a civil action pursuant to California Labor Code section 2699
3 to recover civil penalties in addition to any other penalties to which the employee may be
4 entitled.

5 45. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3.
6 On December 6, 2021, Plaintiff, through her counsel of record, by online filing with the Labor and
7 Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified
8 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
9 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's
10 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
11 Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the
12 mailing of Plaintiff's December 6, 2021 notice, and the Labor and Workforce Development Agency
13 has not indicated that it intends to investigate the violations discussed in the notice. Accordingly,
14 Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Employees
15 pursuant to Labor Code § 2699.3.

16 46. Accordingly, the administrative prerequisites under California Labor Code section
17 2699.3(a) to recover civil penalties against Defendants have been fully exhausted and Plaintiff may
18 commence a civil action to recover penalties against Defendants, in addition to other remedies for
19 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
20 1194, 1197, 1197.1, 1198, 2800 and 2802.

21 **FIRST CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 2698, Et Seq.**

23 **(Against All Defendants)**

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

26 48. Plaintiff brings this action as a representative action on behalf of themselves, other
27 Aggrieved Employees, and the State of California in their capacity as a private attorney general
28 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

1 49. PAGA expressly provides for a private right of action to recover civil penalties for
2 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
3 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
4 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
5 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

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

11 51. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
12 as defined by California Labor Code section 2699(c) in that they are all current or former employees
13 of Defendants, and one or more of the alleged violations were committed against them.

14 52. As set forth in detail above and below, during all times relevant to this Action,
15 Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
16 Labor Codes by:

- 17 (a) Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
18 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 19 (b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
20 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 21 (c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved
22 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
23 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
24 and 512.
- 25 (d) Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
26 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
27 Employees an additional hour of premium pay for rest period violations in violation
28 of Labor Code §§ 226.7 and 512.

- (e) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
- (f) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- (g) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- (h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and total wages and compensation in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- (i) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

53. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

54. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

55. Plaintiff was compelled to retain the services of counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

Failure to Pay Overtime Wages

56. California Labor Code section 1198 and the applicable IWC Wage Order have provided

1 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
2 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
3 person on a daily or weekly basis.

4 57. Specifically, the applicable IWC Wage Order provides that Defendants are and were
5 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
6 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
7 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

8 58. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
10 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

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

16 60. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
17 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
18 (40) hours in a week performing work duties off the clock.

19 61. During the relevant time periods, Defendants further failed to pay overtime to Plaintiff
20 and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly
21 calculated to include all applicable remuneration, including non-discretionary commissions, non-
22 discretionary bonuses, and non-discretionary performance pay.

23 62. Defendants' failure to pay Plaintiff and Aggrieved Employees the unpaid balance of
24 overtime compensation, as required by California law, violates the provisions of California Labor
25 Code sections 510 and 1198, and is therefore unlawful.

26 **Failure to Pay Minimum Wages**

27 63. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
28 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to

employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the Aggrieved Employees any wages for time spent working "off-the-clock" performing duties. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

64. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

65. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

66. At all relevant times herein set forth, California Labor Code section 512(a) has provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

67. During the relevant time period, Plaintiff and Aggrieved Employees who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

68. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

69. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of

1 not less than thirty (30) minutes.

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

6 71. During the relevant time period, Defendants willfully required Plaintiff and the
7 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
8 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
9 Plaintiff of all her duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
10 worked through mandated meal periods.

11 72. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
12 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
13 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
14 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
15 Employees in the regular rate of compensation.

16 73. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
17 Code sections 226.7 and 512(a).

18 **Failure to Provide Rest Periods**

19 74. At all relevant times, California Labor Code section 226.7 has provided that no
20 employer shall require an employee to work during any rest period mandated by an applicable order
21 of the California IWC.

22 75. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
24 the middle of each work period" and that the "rest period time shall be based on the total hours worked
25 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
26 the total daily work time is less than three and one-half (3½) hours.

27 76. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)

1 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
2 the rest period was not provided.

3 77. During the relevant time period, Defendants required Plaintiff and the Aggrieved
4 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
5 period per each four (4) hour period, or major fraction thereof worked. During the relevant time period,
6 Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest periods. By
7 way of example, Defendants failed to relieve Plaintiff of all her duties such that Plaintiff could take
8 compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

9 78. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
10 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
11 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
12 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
13 Employees in the regular rate of compensation.

14 79. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
15 Code section 226.7.

16 **Failure to Timely Pay Wages During Employment**

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

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

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

28 83. During the relevant time period, Defendants intentionally and willfully failed to pay

1 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
2 under California Labor Code section 204, including wages for overtime compensation, minimum wage
3 compensation, meal period premiums, and rest period premiums.

4 **Failure to Timely Pay Wages Upon Termination**

5 84. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
6 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
7 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
8 at the time of discharge are due and payable immediately. California Labor Code section 202 mandates
9 that if an employee quits, his or her wages shall become due and payable not later than seventy-two
10 (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
11 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

12 85. California Labor Code section 203 provides that if an employer willfully fails to pay,
13 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
14 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
15 thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not
16 continue for more than thirty (30) days.

17 86. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
18 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
19 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
20 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
21 wages.

22 **Failure to Provide Compliant Wage Statements**

23 87. At all relevant times set forth herein, California Labor Code section 226(a) provides
24 that every employer shall furnish each of its employees an accurate itemized statement in writing
25 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
26 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be aggregated
28 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the

1 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
2 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
4 The deductions made from payments of wages shall be recorded in ink or other indelible form,
5 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
6 deductions shall be kept on file by the employer for at least three years at the place of employment or
7 at a central location within the State of California.

8 88. Defendants have intentionally and willfully failed to provide employees with complete
9 and accurate wage statements. The deficiencies include, among other things, the failure to state all
10 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
11 premium wages earned.

12 **Failure to Keep Requisite Payroll Records**

13 89. At all relevant times set forth herein, California Labor Code section 1174(d) has
14 required an employer to keep, at a central location in the state or at the plants or establishments at
15 which employees are employed, payroll records showing the hours worked daily by and the wages
16 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
17 employed at the respective plants or establishments. These records shall be kept in accordance with
18 rules established for this purpose by the commission, but in any case, shall be kept on file for not less
19 than two years.

20 90. Defendants have intentionally and willfully failed to keep accurate and complete
21 payroll records showing the hours worked daily and the wages paid to Plaintiff and the Aggrieved
22 Employees.

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

25 92. More specifically, Plaintiff and the Aggrieved Employees have been injured by
26 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
27 were denied both their legal right and protected interest, in having available, accurate and complete
28 payroll records pursuant to California Labor Code section 1174(d).

1 **Failure to Reimburse Necessary Business Expenses**

2 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
3 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
4 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
5 consequence of his or her obedience to the directions of the employer.

6 94. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
7 and costs that were not fully reimbursed by Defendants, including, but not limited to, use of personal
8 cell phones.

9 95. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
10 Employees for all necessary business-related expenses and costs.

11 **PRAYER FOR RELIEF**

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

13 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
14 of California Labor Code;

15 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
16 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
17 other applicable statutes; and

18 3. For such other and further relief as the Court may deem proper.

19 Respectfully Submitted,

20 Dated: February 9, 2022

BLACKSTONE LAW, APC

21 
22 By: _____

 S. Emi Minne

 Attorneys for Plaintiff Imagine Vincent