

FILED  
Superior Court Of California,  
Sacramento  
02/15/2022  
lbaldwin1  
By \_\_\_\_\_, Deputy  
Case Number:  
34-2022-00315498

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

RICHARD FLORES, individually, and on  
behalf of other members of the general public  
similarly situated, and on behalf of aggrieved  
employees pursuant to the Private Attorneys  
General Act ("PAGA");

Plaintiff,

v.

ADAPTHEALTH, LLC, a Delaware limited  
liability company; ADAPTHEALTH  
PATIENT CARE SOLUTIONS, LLC, a  
Delaware limited liability company; and  
DOES 1 through 100, inclusive;

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff RICHARD FLORES (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Sacramento. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California, County of Sacramento.

**PARTIES**

5. Plaintiff RICHARD FLORES is an individual residing in the State of California, County of Sacramento.

6. Defendant ADAPTHEALTH, LLC, and Defendant ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, at all times herein mentioned, were and are, upon information and belief, Delaware limited liability companies headquartered in the State of Delaware, and at all times herein mentioned, were and are, employers whose employees are engaged throughout the State of California, including the County of Sacramento.

1           7. At all relevant times, Defendant ADAPTHEALTH, LLC, and Defendant  
2 ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC were the “employer” of Plaintiff  
3 within the meaning of all applicable California laws and statutes.

4           8. At all times herein relevant, Defendant ADAPTHEALTH, LLC, Defendant  
5 ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100, and each  
6 of them, were the agents, partners, joint venturers, joint employers, representatives, servants,  
7 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all  
8 times relevant hereto were acting within the course and scope of their authority as such agents,  
9 partners, joint venturers, joint employers, representatives, servants, employees, successors,  
10 co-conspirators and assigns, and all acts or omissions alleged herein were duly committed  
11 with the ratification, knowledge, permission, encouragement, authorization, and consent of  
12 each defendant designated herein.

13           9. The true names and capacities, whether corporate, associate, individual or  
14 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
15 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
16 information and belief alleges, that each of the Defendants designated as a DOE is legally  
17 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
18 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
19 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
20 capacities when the same have been ascertained.

21           10. Defendant ADAPTHEALTH, LLC, Defendant ADAPTHEALTH PATIENT  
22 CARE SOLUTIONS, LLC, and DOES 1 through 100 will hereinafter collectively be referred  
23 to as “Defendants.”

24           11. Plaintiff further alleges that Defendants directly or indirectly controlled or  
25 affected the working conditions, wages, working hours, and conditions of employment of  
26 Plaintiff and the other class members so as to make each of said Defendants employers and  
27 employers liable under the statutory provisions set forth herein.

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**CLASS ACTION ALLEGATIONS**

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former California-based (i.e. currently residing in California with the intent to remain indefinitely) hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from August 19, 2017<sup>1</sup> to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

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<sup>1</sup> Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiff's claims were tolled during that time period.

1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of  
2 each class member, with whom he has a well-defined community of  
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no  
4 interest that is antagonistic to the other class members. Plaintiff's  
5 attorneys, the proposed class counsel, are versed in the rules governing  
6 class action discovery, certification, and settlement. Plaintiff has  
7 incurred, and during the pendency of this action will continue to incur,  
8 costs and attorneys' fees, that have been, are, and will be necessarily  
9 expended for the prosecution of this action for the substantial benefit of  
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the  
12 fair and efficient adjudication of this litigation because individual joinder  
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class  
15 action will advance public policy objectives. Employers of this great  
16 state violate employment and labor laws every day. Current employees  
17 are often afraid to assert their rights out of fear of direct or indirect  
18 retaliation. However, class actions provide the class members who are  
19 not named in the complaint anonymity that allows for the vindication of  
20 their rights.

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

- 24 a. Whether Defendants' failure to pay wages, without abatement or  
25 reduction, in accordance with the California Labor Code, was willful;  
26 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
27 employees within the State of California for all hours worked, missed  
28 meal periods and rest breaks in violation of California law;

- 1 c. Whether Defendants required Plaintiff and the other class members to  
2 work over eight (8) hours per day and/or over forty (40) hours per week  
3 and failed to pay the legally required overtime compensation to Plaintiff  
4 and the other class members;
- 5 d. Whether Defendants properly calculated the regular rate for Plaintiff and  
6 the other class members to worked overtime and earned incentive pay;
- 7 e. Whether Defendants deprived Plaintiff and the other class members of  
8 meal and/or rest periods or required Plaintiff and the other class members  
9 to work during meal and/or rest periods without compensation;
- 10 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
11 other class members for all hours worked;
- 12 g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
13 class members within the required time upon their discharge or  
14 resignation;
- 15 h. Whether Defendants failed to timely pay all wages due to Plaintiff and  
16 the other class members during their employment;
- 17 i. Whether Defendants complied with wage reporting as required by the  
18 California Labor Code, including, inter alia, section 226;
- 19 j. Whether Defendants failed to reimburse Plaintiff and the other class  
20 members for necessary business-related expenses and costs;
- 21 k. Whether Defendants' conduct was willful or reckless;
- 22 l. Whether Defendants engaged in unfair business practices in violation of  
23 California Business & Professions Code section 17200, *et seq.*;
- 24 m. The appropriate amount of damages, restitution, and/or monetary  
25 penalties resulting from Defendants' violation of California law; and
- 26 n. Whether Plaintiff and the other class members are entitled to  
27 compensatory damages pursuant to the California Labor Code.

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**GENERAL ALLEGATIONS**

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-exempt employee during the relevant statutory period in the State of California, County of Sacramento.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

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

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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

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

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

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

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1           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 failed to provide Plaintiff and the other class members the required rest and meal periods  
3 during the relevant time period as required under the Industrial Welfare Commission Wage  
4 Orders and thus they are entitled to any and all applicable penalties.

5           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 knew or should have known that Plaintiff and the other class members were entitled to receive  
7 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's  
8 and the other class members' regular rate of pay when a meal period was missed, late or  
9 interrupted, and that Plaintiff and the other class members did not receive all timely and proper  
10 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
11 period was missed.

12           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and other class members were entitled to receive all  
14 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff  
15 and the other class members' regular rate of pay when a rest period was missed, late or  
16 interrupted, and that Plaintiff and the other class members did not receive all rest periods or  
17 payment of one additional hour of pay at their regular rate of pay when a rest period was  
18 missed.

19           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that Plaintiff and the other class members were entitled to receive  
21 at least minimum wages for compensation and that Plaintiff and the other class members were  
22 not receiving at least minimum wages for all hours worked.

23           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members were entitled to receive  
25 the wages owed to them upon discharge or resignation, including overtime and minimum  
26 wages and meal and rest period premiums, and that Plaintiff and the other class members did  
27 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 complete and accurate wage statements in accordance with California law, but, in fact,  
4 Plaintiff and the other class members did not receive complete and accurate wage statements  
5 from Defendants. The deficiencies included, inter alia, the failure to include the total number  
6 of hours worked by Plaintiff and the other class members.

7           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to  
9 reimbursement for necessary business-related expenses.

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

14          34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that they had a duty to compensate Plaintiff and the other class  
16 members pursuant to California law, and that Defendants had the financial ability to pay such  
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
18 represented to Plaintiff and the other class members that they were properly denied wages, all  
19 in order to increase Defendants' profits.

20          35. During the relevant time period set forth herein, Defendants failed to pay  
21 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and  
22 other class members were required to work more than eight (8) hours per day and/or forty (40)  
23 hours per week without overtime compensation.

24          36. During the relevant time period set forth herein, Defendants failed to provide the  
25 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class  
26 members.

27          37. During the relevant time period set forth herein, Defendants failed to pay  
28 Plaintiff and the other class members at least minimum wages for all hours worked.

38. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the wages owed to them upon discharge or resignation.

39. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

40. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

41. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

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

**FIRST CAUSE OF ACTION**

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

(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100)

43. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 42, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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1           45. Specifically, the applicable IWC Wage Order provides that Defendants are and  
2 were required to pay Plaintiff and the other class members employed by Defendants, who  
3 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
4 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
5 than forty (40) hours in a workweek.

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

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

15           48. During the relevant time period set forth herein, Plaintiff and the other class  
16 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in  
17 a week.

18           49. During the relevant time period set forth herein, Defendants intentionally and  
19 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

20           50. Defendants' failure to pay Plaintiff and the other class members the unpaid  
21 balance of overtime compensation, as required by California laws, violates the provisions of  
22 California Labor Code sections 510 and 1198, and is therefore unlawful.

23           51. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
24 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
25 attorneys' fees.

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**SECOND CAUSE OF ACTION**

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

**(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS,  
LLC, and DOES 1 through 100)**

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

54. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

55. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work 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 no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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

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1           57. During the relevant time period set forth herein, Plaintiff and the other class  
2 members who were scheduled to work for a period of time no longer than six (6) hours, and  
3 who did not waive their legally-mandated meal periods by mutual consent, were required to  
4 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
5 than thirty (30) minutes and/or without a rest period.

6           58. During the relevant time period set forth herein, Plaintiff and the other class  
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
8 and who did not waive their legally-mandated meal periods by mutual consent, were required  
9 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
10 than thirty (30) minutes and/or without a rest period.

11           59. During the relevant time period set forth herein, Plaintiff and the other class  
12 members who were scheduled to work for a period of time in excess of six (6) hours were  
13 required to work for periods longer than five (5) hours without an uninterrupted meal period  
14 of not less than thirty (30) minutes and/or without a rest period.

15           60. During the relevant time period set forth herein, Plaintiff and the other class  
16 members who were scheduled to work for a period of time in excess of twelve (12) hours were  
17 required to work for periods longer than ten (10) hours without an uninterrupted meal period  
18 of not less than thirty (30) minutes and/or without a rest period.

19           61. During the relevant time period set forth herein, Defendants intentionally and  
20 willfully required Plaintiff and the other class members to work during meal periods and failed  
21 to compensate Plaintiff and the other class members the full meal period premium for work  
22 performed during meal periods.

23           62. During the relevant time period set forth herein, Defendants failed to pay  
24 Plaintiff and the other class members the full meal period premium due pursuant to California  
25 Labor Code section 226.7.

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

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

**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100)**

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

67. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

68. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

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70. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

71. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194 and 1197)**

(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100)

74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73 and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

76. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194 and 1197.

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

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

## **FIFTH CAUSE OF ACTION**

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

(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

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

81. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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

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

84. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

## **SIXTH CAUSE OF ACTION**

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

**(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100)**

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

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

15           87. Defendants have intentionally and willfully failed to provide Plaintiff and the  
16 other class members with complete and accurate wage statements. The deficiencies include  
17 but are not limited to: the failure to include the total number of hours worked by Plaintiff and  
18 other class members.

19           88. As a result of Defendants' violation of California Labor Code section 226(a),  
20 Plaintiff and the other class members have suffered injury and damage to their statutorily  
21 protected rights.

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

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

5           91. Plaintiff and the other class members are also entitled to injunctive relief to  
6 ensure compliance with this section, pursuant to California Labor Code section 226(g).

7                                   **SEVENTH CAUSE OF ACTION**

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

9                                   **(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS,**  
10                                   **LLC, and DOES 1 through 100)**

11           92. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
12 through 91, and each and every part thereof with the same force and effect as though fully set  
13 forth herein.

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

18           94. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
19 other class members for all necessary business-related expenses and costs. Plaintiff and the  
20 other class members are entitled to recover from Defendants their business-related expenses and  
21 costs incurred during the course and scope of their employment, plus interest accrued from the  
22 date on which the employee incurred the necessary expenditures at the same rate as judgments  
23 in civil actions in the State of California.

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**EIGHTH CAUSE OF ACTION**

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

**(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS,  
LLC, and DOES 1 through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

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

97. On December 2, 2021, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the December 2, 2021, written notice to the LWDA. Plaintiff believes that on or about February 7, 2022, the sixty-five (65) day notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted the statutory time period to bring this action.

98. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current and former California-based (i.e. currently residing in California with the intent to remain indefinitely) hourly-paid or non-exempt employees of Defendants within the State of California who worked for Defendants at any time during the period from December 2, 2020, to the present, and one or more of the alleged violations was committed against them.

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1                                   **Failure to Pay Minimum and Overtime Wages**

2           99.   At all times relevant herein, Defendants were required to compensate their non-  
3 exempt employees minimum wages for all hours worked and overtime wages for all hours  
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the  
5 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

6           100. As a policy and practice, Defendants failed to compensate Plaintiff and the other  
7 aggrieved current and former employees for all hours worked, resulting in a failure to pay all  
8 minimum wages and overtime wages, where applicable.

9                                   **Failure to Provide Meal Periods and Rest Breaks**

10          101. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants  
11 were required to authorize and permit their non-exempt employees to take a 10-minute rest break  
12 for every four (4) hours worked or major fraction thereof, and were further required to provide  
13 their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

14          102. As a policy and practice, Defendants failed to provide Plaintiff and the other  
15 aggrieved current and former employees with legally-mandated meal periods and rest breaks  
16 and failed to pay proper compensation for this failure.

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

18          103. At all times relevant herein, Defendants were required to pay their employees  
19 within a specified time period pursuant to the mandate of Labor Code § 204.

20          104. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved  
21 current and former employees all wages due and owing them within the required time period.

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

23          105. At all times relevant herein, Defendants were required to pay their employees all  
24 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§  
25 201 to 204.

26          106. As a result of Defendants' Labor Code violations alleged above, Defendants failed  
27 to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor  
28 Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

1                                   **Failure to Provide Complete and Accurate Wage Statements**

2           107. At all times relevant herein, Defendants were required to keep *accurate* records  
3 regarding their California employees pursuant to the mandate of Labor Code §§ 226, 1174 and  
4 1776.

5           108. As a result of Defendants' various Labor Code violations, Defendants failed to  
6 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.  
7 For example, Defendants failed in their affirmative obligation to keep accurate records regarding  
8 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours  
9 worked, all deductions, net wages earned, and all applicable hourly rates and the number of  
10 hours worked at each hourly rate.

11                                   **Failure to Provide Paid Sick Days**

12           109. At all times relevant herein, Defendants were required to provide their employees  
13 with paid sick days pursuant to Labor Code § 246.

14           110. As a policy and practice, Defendants failed to provide Plaintiff and other  
15 aggrieved current and former employees with paid sick days pursuant to Labor Code § 246.

16                                   **Failure to Reimburse Business Expenses**

17           111. At all times relevant herein, Defendants were required to reimburse its employees  
18 for any and all necessary expenditures or losses incurred by the employees in direct  
19 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§  
20 2800 and 2802.

21           112. As a policy and practice, Defendants failed to reimburse Plaintiff and the other  
22 aggrieved current and former employees for all business expenses incurred and owing them  
23 within the required time period.

24                                   **Penalties**

25           113. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf  
26 of the other current and former aggrieved employees, requests and is entitled to recover from  
27 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but  
28 not limited to:

- 1 a. Penalties under California Labor Code § 2699 in the amount of a hundred  
2 dollars (\$100) for each aggrieved employee per pay period for the initial  
3 violation, and two hundred dollars (\$200) for each aggrieved employee per  
4 pay period for each subsequent violation;
- 5 b. Penalties under California Code of Regulations Title 8 § 11040 in the amount  
6 of fifty dollars (\$50) for each aggrieved employee per pay period for the  
7 initial violation, and one hundred dollars (\$100) for each aggrieved  
8 employee per pay period for each subsequent violation;
- 9 c. Penalties under California Labor Code § 210 in addition to, and entirely  
10 independent and apart from, any other penalty provided in the California  
11 Labor Code in the amount of a hundred dollars (\$100) for each aggrieved  
12 employee per pay period for the initial violation, and two hundred dollars  
13 (\$200) for each aggrieved employee per pay period for each subsequent  
14 violation;
- 15 d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars  
16 (\$100) for each aggrieved employee per pay period for the initial violation,  
17 and two hundred fifty dollars (\$250) for each aggrieved employee per pay  
18 period for each subsequent violation;
- 19 e. Any and all additional penalties as provided by the Labor Code and/or other  
20 statutes; and
- 21 f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699,  
22 and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**  
3 **(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS,**  
4 **LLC, and DOES 1 through 100)**

5 114. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
6 through 113, and each and every part thereof with the same force and effect as though fully  
7 set forth herein.

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

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

15 117. A violation of California Business & Professions Code section 17200, *et seq.*  
16 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
17 policy and practice of requiring Plaintiff and the other class members work overtime hours  
18 without paying them proper compensation violate California Labor Code sections 510 and  
19 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class  
20 members, to work through their meal and rest periods without paying them proper  
21 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,  
22 Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class  
23 members violate California Labor Code sections 201 and 202. Defendants also violated  
24 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

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

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

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

### **DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

### **Class Certification**

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

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

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

5           9. For such other and further relief as the court may deem just and proper.

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

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

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

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

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

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

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

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

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

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

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

28           ///

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

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

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

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

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

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

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

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

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

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

18           28. For such other and further relief as the court may deem just and proper.

19                                   **As to the Fifth Cause of Action**

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

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

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

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

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

**As to the Sixth Cause of Action**

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

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

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

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

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

**As to the Seventh Cause of Action**

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

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

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

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

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

44. For such other and further relief as the court may deem just and proper.

**As to the Eighth Cause of Action**

45. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

1           46. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code  
2 Sections 210, 1194, and 2699, and any other applicable statute; and

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

4                           **As to the Ninth Cause of Action**

5           48. That the Court declare, adjudge and decree that Defendants violated California  
6 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the  
7 other class members all overtime compensation due to them, failing to provide all meal and  
8 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to  
9 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'  
10 wages timely as required by California Labor Code section 201, 202.

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

13           50. For the appointment of a receiver to receive, manage and distribute any and all  
14 funds disgorged from Defendants and determined to have been wrongfully acquired by  
15 Defendants as a result of violation of California Business and Professions Code sections  
16 17200, *et seq.*;

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

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

21           53. For such other and further relief as the court may deem just and proper.

22  
23 Dated: February 14, 2022

**JUSTICE LAW CORPORATION**

24  
25  
26 By: 

Douglas Han  
Shunt Tatavos-Gharajeh  
Simone Rudolf-Dib  
*Attorneys for Plaintiff*

# **EXHIBIT 1**

December 2, 2021

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: ADAPTHEALTH LLC and ADAPTHEALTH PATIENT CARE SOLUTIONS LLC**

Dear Representative:

We have been retained to represent Richard Flores against AdaptHealth LLC and AdaptHealth Patient Care Solutions LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ADAPTHEALTH").

Mr. Flores is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Flores may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

AdaptHealth LLC is a Delaware limited liability company located at 220 W. Germantown Pike, Ste. 250, Plymouth Meeting, Pennsylvania 19462. AdaptHealth Patient Care Solutions LLC is a Pennsylvania limited liability company located at 220 W. Germantown Pike, Ste. 250, Plymouth Meeting, Pennsylvania 19462.

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<sup>1</sup> Mr. Flores does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Flores will amend this notice when the true names and capacities are known. Mr. Flores is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Flores and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

ADAPTHEALTH employed Mr. Flores as an hourly-paid non-exempt Driver Technician within one year of the date of this letter (until in or around August of 2021<sup>2</sup>) in the State of California. ADAPTHEALTH directly controlled the wages, hours and/or working conditions of Mr. Flores and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Flores may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of ADAPTHEALTH within the State of California.

ADAPTHEALTH failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Flores has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ADAPTHEALTH, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

ADAPTHEALTH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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<sup>2</sup> Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Flores's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Flores and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. ADAPTHEALTH failed to compensate Mr. Flores and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. ADAPTHEALTH also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, ADAPTHEALTH required Mr. Flores and other aggrieved employees to remain on-call 24/7 so they may respond to emergency work calls without compensating them for the time spent on-call. Therefore, Mr. Flores and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, ADAPTHEALTH failed to pay Mr. Flores and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, ADAPTHEALTH routinely required Mr. Flores and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with ADAPTHEALTH's policies and expectations. ADAPTHEALTH also failed to provide adequate coverage to Mr. Flores and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Additionally, ADAPTHEALTH assigned Mr. Flores and other aggrieved employees a high volume of jobs with strict delivery deadlines, forcing them to forego legally mandated meal and rest breaks to ensure timely delivery. Moreover, ADAPTHEALTH also failed to authorize and permit Mr. Flores and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, ADAPTHEALTH failed to compensate Mr. Flores and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Flores and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." ADAPTHEALTH required Mr. Flores and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." ADAPTHEALTH required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, ADAPTHEALTH failed to pay Mr. Flores and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ADAPTHEALTH failed to pay Mr. Flores and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ADAPTHEALTH did not provide Mr. Flores and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ADAPTHEALTH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Flores and other aggrieved employees, (2) total hours worked by Mr. Flores and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Flores and other aggrieved employees (4) all deductions for Mr. Flores and other aggrieved employees, (5) net wages earned by Mr. Flores and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Flores and other aggrieved employees are paid, (7) the name of the aggrieved 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Flores and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Flores and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, ADAPTHEALTH failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Flores and other aggrieved employees.

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LWDA

December 2, 2021

Page 7 of 8

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ADAPTHEALTH did not provide Mr. Flores and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, time spent on-call, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Flores and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ADAPTHEALTH, including using their personal cellular phones to communicate with management and recording time.

We believe that Mr. Flores and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Flores will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ADAPTHEALTH within one year of the date of this letter, as allowed by law.

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LWDA

December 2, 2021

Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

United Corporate Services, Inc.

c/o AdaptHealth LLC and AdaptHealth Patient Care Solutions LLC

608 University Avenue

Sacramento, California 95825

*Agent for Service of Process for* AdaptHealth LLC and AdaptHealth Patient Care Solutions LLC

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On February 23, 2022, I served the foregoing document described as

**CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Flores v. AdaptHealth, LLC, et. al**  
LWDA/Court Case No.: **LWDA Case No.: CM- 855425-21**  
**Court Case No.: 34-2022-00315498**  
**Sacramento County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

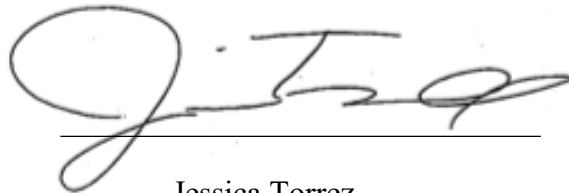
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on February 23, 2022, at Pasadena, California.

  
\_\_\_\_\_  
Jessica Torrez