

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
SIMONE RUDOLF-DIB (SBN 341186)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RICHARD FLORES, individually,

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.: 34-2022-00315498

Hon. David de Alba, Department 31

FIRST AMENDED COMPLAINT

- (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



1 Plaintiff RICHARD FLORES (“Plaintiff”) hereby submits his First Amended
2 Complaint against Defendants ADAPTHEALTH, LLC; ADAPTHEALTH PATIENT CARE
3 SOLUTIONS, LLC; and DOES 1-100, for damages as follows:

4 **INTRODUCTION**

5 1. This action is brought for Defendants’ violations of Labor Code sections 201,
6 202, 226(a), 226.7, 510, 512(a), 1194, 1197, 1198, 2800, 2802, and California Business &
7 Professions Code section 17200 *et seq.*, and the IWC Wage Orders.

8 2. The Complaint alleges Defendants’ systemic illegal employment practices
9 resulting in violations of the stated provisions of the Labor Code against Plaintiff.

10 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and
11 severally (1) failed to pay Plaintiff overtime and minimum wages; (2) failed to provide
12 Plaintiff the required rest and meal periods and failed to pay the required meal and rest period
13 premiums when a meal or rest period was missed, late, or interrupted; (3) failed to timely pay
14 wages owed upon discharge; (4) failed to provide complete and accurate wage statements; (5)
15 failed to provide reimbursement for necessary business-related expenses; and (6) knew or
16 should have known that they had a duty to compensate Plaintiff pursuant to California law,
17 and had the financial ability to pay such compensation, but willfully, knowingly, and
18 intentionally failed to do so in order to increase Defendants’ profits.

19 **JURISDICTION AND VENUE**

20 4. This action is brought pursuant to the California Labor Code sections 201, 202,
21 226(a), 226.7, 510, 512(a), 1194, 1197, 1198, 2800, 2802, and California Business &
22 Professions Code section 17200 *et seq.* The monetary damages and restitution sought by
23 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
24 according to proof at trial.

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

6. 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.

7. 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

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

9. 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.

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

11. At all times herein relevant, Defendant ADAPTHEALTH, LLC, Defendant ADAPTHEALTH PATIENT CARE SOLUTIONS, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed

1 with the ratification, knowledge, permission, encouragement, authorization, and consent of
2 each defendant designated herein.

3 12. The true names and capacities, whether corporate, associate, individual or
4 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
5 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
6 information and belief alleges, that each of the Defendants designated as a DOE is legally
7 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
8 the injuries and damages to Plaintiff and as alleged in this Complaint. Plaintiff will seek leave
9 of court to amend this Complaint to show the true names and capacities when the same have
10 been ascertained.

11 13. Defendant ADAPTHEALTH, LLC, Defendant ADAPTHEALTH PATIENT
12 CARE SOLUTIONS, LLC, and DOES 1 through 100 will hereinafter collectively be referred
13 to as "Defendants."

14 14. Plaintiff further alleges that Defendants directly or indirectly controlled or
15 affected the working conditions, wages, working hours, and conditions of employment of
16 Plaintiff so as to make each of said Defendants employers and employers liable under the
17 statutory provisions set forth herein.

18 **GENERAL ALLEGATIONS**

19 15. During the relevant time period set forth herein, Defendants employed Plaintiff
20 as an hourly-paid, non-exempt employee within the State of California.

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

24 17. Defendants had the authority to hire and terminate Plaintiff; to set work rules
25 and conditions governing Plaintiff's employment; and to supervise his daily employment
26 activities.

27 18. Defendants exercised sufficient authority over the terms and conditions of
28 Plaintiff's employment for them to be joint employers of Plaintiff.

1 19. Defendants directly hired and paid wages and benefits to Plaintiff.

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

4 21. Plaintiff worked over eight (8) hours in a day, and/or forty (40) hours in a week
5 during his employment with Defendants.

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff was entitled to receive certain wages for overtime
8 compensation and that Plaintiff was not receiving wages for overtime compensation.

9 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 failed to provide Plaintiff the required rest and meal periods during the relevant time period
11 as required under the Industrial Welfare Commission Wage Orders and thus he is entitled to
12 any and all applicable penalties.

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff was entitled to receive all timely and complete meal
15 periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when a meal
16 period was missed, late or interrupted, and that Plaintiff did not receive all timely and proper
17 meal periods or payment of one additional hour of pay at his regular rate of pay when a meal
18 period was missed.

19 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff was entitled to receive all timely rest periods without
21 interruption or payment of one additional hour of pay at Plaintiff's regular rate of pay when a
22 rest period was missed, late or interrupted, and that Plaintiff did not receive all rest periods or
23 payment of one additional hour of pay at his regular rate of pay when a rest period was missed.

24 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff was entitled to receive at least minimum wages for
26 compensation and that Plaintiff was not receiving at least minimum wages for all hours
27 worked.

28 ///

1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff was entitled to receive the wages owed to him upon
3 discharge or resignation, including overtime and minimum wages and meal and rest period
4 premiums, and that Plaintiff did not, in fact, receive such wages owed to him at the time of his
5 discharge or resignation.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff was entitled to receive complete and accurate wage
8 statements in accordance with California law, but, in fact, Plaintiff did not receive complete
9 and accurate wage statements from Defendants. The deficiencies included, inter alia, the
10 failure to include the total number of hours worked by Plaintiff.

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff was entitled to reimbursement for necessary
13 business-related expenses.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Defendants had to keep complete and accurate payroll records
16 for Plaintiff in accordance with California law, but, in fact, did not keep complete and accurate
17 payroll records for Plaintiff.

18 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that they had a duty to compensate Plaintiff pursuant to California
20 law, and that Defendants had the financial ability to pay such compensation, but willfully,
21 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff that he was
22 properly denied wages, all in order to increase Defendants' profits.

23 32. During the relevant time period set forth herein, Defendants failed to pay
24 overtime wages to Plaintiff for all hours worked. Plaintiff was required to work more than
25 eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

26 33. During the relevant time period set forth herein, Defendants failed to provide the
27 requisite uninterrupted and timely meal and rest periods to Plaintiff.

28 ///

34. During the relevant time period set forth herein, Defendants failed to pay Plaintiff at least minimum wages for all hours worked.

35. During the relevant time period set forth herein, Defendants failed to pay Plaintiff the wages owed to him upon resignation.

36. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff.

37. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff.

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

39. 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)

40. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 39, and each and every part thereof with the same force and effect as though fully set forth herein.

41. 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.

///

///

///

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

5 43. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff overtime compensation at a rate of two times his regular rate of pay
7 for all hours worked in excess of twelve (12) hours in a day.

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

14 45. During the relevant time period set forth herein, Plaintiff worked in excess of
15 eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

16 46. During the relevant time period set forth herein, Defendants intentionally and
17 willfully failed to pay overtime wages owed to Plaintiff.

18 47. Defendants' failure to pay Plaintiff the unpaid balance of overtime
19 compensation, as required by California laws, violates the provisions of California Labor Code
20 sections 510 and 1198, and is therefore unlawful.

21 48. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover
22 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

23 ///

24 ///

25 ///

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)**

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. 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 employment by Defendants.

51. 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.

52. 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.

53. 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.

///

///

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

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

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

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

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

22 59. During the relevant time period set forth herein, Defendants failed to pay
23 Plaintiff the full meal period premium due pursuant to California Labor Code section 226.7.

24 60. Defendants' conduct violates applicable IWC Wage Order and California Labor
25 Code sections 226.7 and 512(a).

26 61. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at his
28 regular rate of compensation for each workday that the meal or rest period is not provided.

1 **THIRD CAUSE OF ACTION**

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

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

5 62. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 61, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 63. During the relevant time period set forth herein, the applicable IWC Wage Order
9 and California Labor Code section 226.7 were applicable to Plaintiff's employment by
10 Defendants.

11 64. During the relevant time period set forth herein, California Labor Code section
12 226.7 provides that no employer shall require an employee to work during any rest period
13 mandated by an applicable order of the California IWC.

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

20 66. During the relevant time period set forth herein, Defendants required Plaintiff to
21 work four (4) or more hours without authorizing or permitting a ten (10) minute rest period
22 per each four (4) hour period worked.

23 67. During the relevant time period set forth herein, Defendants willfully required
24 Plaintiff to work during rest periods and failed to pay Plaintiff the full rest period premium for
25 work performed during rest periods.

26 68. During the relevant time period set forth herein, Defendants failed to pay
27 Plaintiff the full rest period premium due pursuant to California Labor Code section 226.7.

28 ///

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

70. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at his 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)

71. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 70 and each and every part thereof with the same force and effect as though fully set forth herein.

72. 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.

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

74. Defendants' failure to pay Plaintiff the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff is entitled to recover the unpaid balance of his 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.

75. Pursuant to California Labor Code section 1194.2, Plaintiff is 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)**

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. 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.

78. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of his leaving Defendants' employ.

79. Defendants' failure to pay Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of his leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

80. 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.

81. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each day he was not paid, up to the thirty- (30) day maximum as provided by Labor Code section 203.

///

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

SIXTH CAUSE OF ACTION
(Violation of California Labor Code § 226(a))
(Against ADAPTHEALTH, LLC, ADAPTHEALTH PATIENT CARE SOLUTIONS,
LLC, and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

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

84. Defendants have intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiff.

85. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff has suffered injury and damage to their statutorily protected rights.

///
///

86. More specifically, Plaintiff has been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because he was denied both his legal right to receive, and his protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

87. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars.

88. Plaintiff is also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

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

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

89. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. Pursuant to California Labor Code sections 2800 and 2802, an employer must 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.

91. Defendants have intentionally and willfully failed to reimburse Plaintiff for all necessary business-related expenses and costs. Plaintiff is entitled to recover from Defendants his business-related expenses and costs incurred during the course and scope of his employment, plus interest accrued from the date on which he incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

///

///

///

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)

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

93. 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.

94. 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.

95. Plaintiff is an “aggrieved employees” as defined by California Labor Code § 2699(c) in that he is a former California-based (i.e. currently residing in California with the intent to remain indefinitely) hourly-paid, non-exempt employee of Defendants within the State of California who worked for Defendants during the period from December 2, 2020, to the present, and one or more of the alleged violations was committed against him.

///

///

///

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

2 96. 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 97. As a policy and practice, Defendants failed to compensate Plaintiff for all hours
7 worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

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

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

13 99. As a policy and practice, Defendants failed to provide Plaintiff with legally-
14 mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

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

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

18 101. As a policy and practice, Defendants failed to pay Plaintiff all wages due and
19 owing them within the required time period.

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

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

24 103. As a result of Defendants' Labor Code violations alleged above, Defendants failed
25 to pay Plaintiff his final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe
26 waiting time penalties pursuant to Labor Code § 203.

27 ///

28 ///

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

2 104. 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.

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

10 **Failure to Provide Paid Sick Days**

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

13 107. As a policy and practice, Defendants failed to provide Plaintiff with paid sick days
14 pursuant to Labor Code § 246.

15 **Failure to Reimburse Business Expenses**

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

20 109. As a policy and practice, Defendants failed to reimburse Plaintiff for all business
21 expenses incurred and owing them within the required time period.

22 **Penalties**

23 110. Pursuant to California Labor Code § 2699, Plaintiff, individually, requests and is
24 entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees
25 and costs, including but not limited to:

- 26 a. Penalties under California Labor Code § 2699 in the amount of a hundred
27 dollars (\$100) per pay period for the initial violation, and two hundred
28 dollars (\$200) per pay period for each subsequent violation;

- b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) per pay period for the initial violation, and one hundred dollars (\$100) per pay period for each subsequent violation;
- c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) per pay period for the initial violation, and two hundred dollars (\$200) per pay period for each subsequent violation;
- d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) per pay period for the initial violation, and two hundred fifty dollars (\$250) per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

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

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

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

///

///

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

114. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiff to work overtime hours without paying him proper compensation violates California Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiff to work through his meal and rest periods without paying him proper compensation violates California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiff violates California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

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

116. Plaintiff has 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.

117. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff is 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 prays for relief and judgment against Defendants, jointly and severally, as follows:

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

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

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

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

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

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

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

13 6. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
15 provide all meal periods (including second meal periods) to Plaintiff;

16 7. That the Court make an award to Plaintiff of one (1) hour of pay at his regular
17 rate of compensation for each workday that a meal period was not provided;

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

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

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

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

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

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

26 13. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
28 rest periods to Plaintiff;

1 14. That the Court make an award to Plaintiff of one (1) hour of pay at his regular
2 rate of compensation for each workday that a rest period was not provided;

3 15. For all actual, consequential, and incidental losses and damages, according to
4 proof;

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

6 17. For pre-judgment interest on any unpaid wages from the date such amounts were
7 due; and

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

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

10 19. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff;

12 20. For general unpaid wages and such general and special damages as may be
13 appropriate;

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

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

18 23. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

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

21 25. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
23 the time of termination of the employment of Plaintiff;

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

26 27. For statutory wage penalties pursuant to California Labor Code section 203 for
27 Plaintiff;

28 ///

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

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

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

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

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

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

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

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

13 **As to the Seventh Cause of Action**

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

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

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

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

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

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

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

23 41. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants'
25 violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510,
26 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

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

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

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

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

8 45. For restitution of unpaid wages to Plaintiff and all pre-judgment interest from
9 the day such amounts were due and payable;

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

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

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

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

19
20 Dated: March 28, 2022

JUSTICE LAW CORPORATION

21
22
23 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 11-20¹ 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.

///

///

///

¹ 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 2021²) 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.

///

///

///

² 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.

///

///

///

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.

///

///

///

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.

///

///

///

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.

///

///

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.

///

///

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 flourish 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

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

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

FIRST AMENDED COMPLAINT

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

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.

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

Madison Luna
Madison Luna