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ASHLEY CHARLEMAGNE,
BRIANNA HUGUELY, MARLA LEWIS,
and SHARON LEWIS on behalf of themselves and others similarly situated

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

ASHLEY CHARLEMAGNE,
BRIANNA HUGUELY, MARLA LEWIS,
and SHARON LEWIS, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming limited liability
company; AMI EXPEDITIONARY
HEALTHCARE, LLC, a Delaware limited
liability company; AMI HEALTH, a business
entity of unknown form; AMI
EXPEDITIONARY HEALTHCARE, a
business entity of unknown form; and DOES 1
through 50, inclusive

Defendants.

Case No. 21STCV46752

CLASS ACTION

Assigned for All Purposes To:
Hon. Kenneth R. Freeman
Dept.: 14

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
7. Penalties Pursuant to Labor Code § 203;
8. Violation of Business & Professions Code § 17200 *et seq*;
9. Penalties Pursuant to Labor Code § 2699,

DEMAND FOR JURY TRIAL

1 Plaintiffs ASHLEY CHARLEMAGNE, BRIANNA HUGUELY, MARLA LEWIS, and
2 SHARON LEWIS, (hereinafter collectively “Plaintiffs”) on behalf of themselves and all others
3 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
4 Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiffs brings this action on behalf of themselves and all similarly situated
7 current and former employees within the State of California who, at any time four (4) years prior
8 to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants
9 AMI EXPEDITIONARY HEALTHCARE (USA), LLC, a Wyoming limited liability company,
10 AMI EXPEDITIONARY HEALTHCARE, LLC, a Delaware limited liability company, AMI
11 HEALTH, a business entity of unknown form, AMI EXPEDITIONARY HEALTHCARE, a
12 business entity of unknown form, and DOES 1 through 50 (all defendants being collectively
13 referred to herein as “Defendants”). Plaintiffs alleges that Defendants, and each of them, violated
14 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
15 Commission (IWC), and California Business & Professions Code, and seeks redress.

16 2. Plaintiffs are residents of California and during the time period relevant to this
17 Complaint were employed by Defendants as non-exempt hourly employee within the State of
18 California at Defendants’ facilities and offices in Los Angeles, California. Plaintiffs and the other
19 Class members worked for Defendants in Los Angeles County and throughout California, and
20 consistently worked at Defendants’ behest without being paid all wages due. More specifically,
21 Plaintiff and the other similarly situated Class members were employed by Defendants and
22 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations
23 in this Class Action Complaint occurred. Upon information and belief, Plaintiffs were employed
24 by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the
25 same policies and practices, and (3) endured similar violations at the hands of Defendants as the
26 other Employee Class members who served in similar and related positions.

27 3. Defendants required Plaintiffs and the Employees in the Class to work off the clock
28 and to perform work and remain under Defendants’ control during their meal and rest breaks.

Defendants further failed to accurately record time worked by Plaintiffs and the Employee Class members by rounding hours worked to the nearest quarter hour to their detriment. Defendants also failed to provide Plaintiffs and the Class with lawful meal periods and failed to authorize and permit them to take all required rest breaks, as Employees were not provided with the opportunity to take uninterrupted and duty-free rest breaks and meal breaks or Defendants failed to timely provide them as required by the Labor Code and applicable IWC Wage Orders. Plaintiffs and the Class members were also compelled to clock out for meal periods and return to work off the clock or to otherwise work through meal periods and rest breaks while remaining under Defendants' control due to the difficult work requirements and management demands placed upon them. Defendants thus failed to pay Plaintiffs and the Class members for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiffs and the Class from learning of these unlawful pay practices.

THE PARTIES

A. The Plaintiffs

4. Plaintiffs ASHLEY CHARLEMAGNE, BRIANNA HUGUELY, MARLA LEWIS, and SHARON LEWIS have resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in Los Angeles, California.

B. The Defendants

5. Defendant AMI EXPEDITIONARY HEALTHCARE (USA), LLC, is a Wyoming limited liability company with its principle executive offices in Reston, Virginia, and has been listed as the employer on Plaintiff's personnel file during the relevant time period. AMI EXPEDITIONARY HEALTHCARE (USA), LLC lists an address in Reston, Virginia, with the California Secretary of State, and employs Plaintiff and the Class Members in Los Angeles County, including at Defendants' offices and facilities in Los Angeles, California, and throughout California and Defendants conduct business throughout California.

6. Defendant AMI EXPEDITIONARY HEALTHCARE, LLC, a Delaware limited liability company with its principle executive offices in Reston, Virginia, and has been listed as

1 the employer on Plaintiff's personnel file during the relevant time period. AMI
2 EXPEDITIONARY HEALTHCARE, LLC lists an address in Reston, Virginia, with the
3 California Secretary of State, and employs Plaintiff and the Class Members in Los Angeles
4 County, including at Defendants' offices and facilities in Los Angeles, California, and throughout
5 California and Defendants conduct business throughout California.

6 7. Defendant AMI HEALTH is an entity of unknown form with its principle
7 executive offices in Los Angeles, California and has been listed as the employer on Plaintiff's
8 personnel file during the relevant time period. AMI HEALTH does not list a California address
9 with the California Secretary of State, but upon information and belief, employs Plaintiff and the
10 Class Members in Los Angeles County, including at Defendants' offices and facilities in Los
11 Angeles, California, and throughout California and conducts business throughout California.

12 8. Defendant AMI EXPEDITIONARY HEALTHCARE is an entity of unknown form
13 with its principle executive offices in Los Angeles, California and has been listed as the employer
14 on Plaintiff's personnel file during the relevant time period. AMI EXPEDITIONARY
15 HEALTHCARE does not list a California address with the California Secretary of State, but upon
16 information and belief, employs Plaintiff and the Class Members in Los Angeles County,
17 including at Defendants' offices and facilities in Los Angeles, California, and throughout
18 California and conducts business throughout California.

19 9. The true names and capacities, whether individual, corporate, associate, or
20 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
21 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code
22 of Civil Procedure § 474. Plaintiffs are informed and believes and thereon alleges that Defendants
23 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
24 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
25 this Complaint to reflect the true names and capacities of the Defendants designated herein as
26 Does 1 through 50 when their identities become known.

27 10. Plaintiffs are informed and believes and thereon alleges that each Defendant acted
28 in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried

1 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
2 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
3 all respects as the employers or joint employers of Employees. Defendants, and each of them,
4 exercised control over the wages, hours or working conditions of Employees, or suffered or
5 permitted Employees to work, or engaged, thereby creating a common law employment
6 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
7 employed Employees.

8 **JURISDICTION AND VENUE**

9 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
11 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
12 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
13 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
14 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
15 County and Defendants maintain and operate company offices and facilities in Los Angeles
16 County, and employ Plaintiffs and other Class members in Los Angeles County and throughout
17 California.

18 **FACTUAL BACKGROUND**

19 12. The Employees who comprise the Class, including Plaintiffs, are nonexempt
20 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
21 work in non-exempt positions at the direction of Defendants in the State of California. Plaintiffs
22 and the Class members were either not paid by Defendants for all hours worked or were not paid
23 at the appropriate overtime rates. Specifically, Defendants required Employees to work pre-shift
24 and post-shift, in excess of their scheduled shifts for which they were not paid wages as
25 Employees were instructed to record hours worked less than the actual hours they worked but
26 often times Plaintiff and Employees would work ten, twelve or longer shifts, but were forced by
27 Defendants to record a standard 8 hour shift. Additionally, Defendants required the Employee
28 Class members to clock in and out by using a phone application and also for supervisors to

1 monitor the Employee Class members' time. The timekeeping system thus permitted Defendants
2 to record clock in and clock out times to the real-time minute. However, rather than paying
3 Plaintiffs and the Class members for all hours and minutes they actually worked, Defendants
4 followed a uniform policy and practice of rounding all time entries to the nearest quarter hour
5 (i.e., to the nearest 15 minute time increment), and generally did so to the detriment of the
6 Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll
7 system from which wage statements and payroll checks were created. Defendants did so with the
8 ostensible intent of paying Class members only for the hours they were scheduled to work, rather
9 than the hours they were actually under Defendants' control. Plaintiffs contend this policy is not
10 neutral and results, over time, to the detriment of the Class members by systematically
11 undercompensating them..

12 13. Moreover, Plaintiffs contend that Defendants failed to pay Plaintiffs and the Class
13 members all wages due and owing, failed to provide meal and rest breaks, and failed to furnish
14 accurate wage statements, all in violation of various provisions of the California Labor Code and
15 applicable Wage Order provisions.

16 14. During the course of Plaintiffs and the Class members' employment with
17 Defendants, they were not paid all wages they were owed, including for all work performed and
18 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
19 keep labor budgets low.

20 15. Defendants had also either failed to maintain timekeeping records for Plaintiffs
21 that would permit him to discover the nature and extent of Defendants' unlawful rounding or has
22 refused to produce them to Plaintiffs in response to him timely request to be provided with them.

23 16. As a matter of uniform and unlawful Company policy, Plaintiffs and the Class
24 members were required to work during their meal periods and rest breaks, and they were again
25 not compensated for this off the clock work, in violation of the California Labor Code. Plaintiffs
26 and the Class members were also not paid regular wages and overtime for the time they were
27 required to comply with other work demands and requirements imposed upon them, which they
28 often had to complete while working through their meal and rest breaks and without

1 compensation. As a result Plaintiffs and the Class members worked shifts over eight (8) hours in
2 a day and over forty (40) hours in a work week, but they were not paid at the appropriate
3 overtime rate for all such hours, including by being required to perform work duties and tasks
4 without pay and while off-the-clock and due to Defendants' unlawful rounding which caused
5 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
6 result, Plaintiffs and the Class members worked substantial overtime hours during their
7 employment with Defendants for which they were not compensated, in violation of the California
8 Labor Code and applicable IWC Wage Orders.

9 17. As a result of the above, described unlawful rounding, the failure to calculate and
10 pay wages at the correct rates, the daily work demands and pressures to work through breaks, and
11 the other wage violations they endured at Defendants' hands, Plaintiffs and the Class members
12 were not properly paid for all wages earned and for all wages owed to them by Defendants,
13 including when working more than eight (8) hours in any given day and/or more than forty (40)
14 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and
15 Class members incurred overtime hours worked for which they were not adequately and
16 completely compensated, in addition to the hours they were required to work off the clock. To the
17 extent applicable, Defendants also failed to pay Plaintiffs and the Class members at an overtime
18 rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a
19 week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8)
20 on the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage
21 Orders.

22 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants had a consistent policy or practice of failing to pay
24 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
25 by California Law.

26 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees overtime compensation at premium overtime rates for all hours worked in excess of

1 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
2 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
3 sections of IWC Wage Orders.

4 20. Additionally, from at least four (4) years prior to the filing of this lawsuit and
5 continuing to the present, Defendants have regularly required Employees to work shifts in excess
6 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
7 (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal
8 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
9 hour of wages at each Employee’s effective hourly rate of pay, for each meal period that
10 Defendants failed to provide or deficiently provided.

11 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
12 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
13 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
14 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
15 provided or were deficiently provided.

16 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
17 continuing to the present, Defendants have consistently failed to provide Employees with timely,
18 accurate, and itemized wage statements as required by California wage-and-hour laws. The wage
19 statements given to Employees by Defendants failed to account for wages, overtime, and premium
20 pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should
21 have known were owed to Employees, as alleged hereinabove.

22 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to keep accurate time and wage
24 records as required by California wage-and-hour laws.

25 24. From at least four (4) years prior to filing this lawsuit and continuing to the present,
26 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
27 the time of their termination of within seventy-two (72) hours of their resignation, as required by
28 California wage-and-hour laws.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*, and applicable provisions of the IWC Wage Orders.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: “All individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, as non-exempt, hourly employees within the State of California.

28. Further, Plaintiffs seek to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

1 f. Subclass 6. Payroll Records Subclass. All Class members who were subject to
2 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
3 by California wage-and-hour laws.

4 g. Subclass 7. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 h. Subclass 8. UCL Subclass. All Class members who are owed restitution as a
9 result of Defendants' business acts and practices, to the extent such acts and practices are found to
10 be unlawful, deceptive, and/or unfair.

11 29. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
12 modify the class description with greater particularity or further division into subclasses or
13 limitation to particular issues.

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

17 **A. Numerosity**

18 31. The potential members of the class as defined are so numerous that joinder of all
19 the member of the class is impracticable. While the precise number of class member has not been
20 determined at this time, Plaintiffs are informed and believes that, during the time period relevant
21 to this lawsuit, Defendants employed more than 100 individuals within the State of California.

22 32. Accounting for employee turnover during the relevant time period increases this
23 number substantially. Plaintiffs allege that Defendants' employment records will provide
24 information as to the number and location of all class members.

25 **B. Commonality**

26 33. There are questions of law and fact common to the class that predominate over any
27 questions affecting only individual class members. These common questions of law and fact
28 include:

- 1 a. Whether Defendants failed to pay Employees minimum wages;
- 2 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 3 c. Whether Defendants failed to pay Employees overtime as required under Labor
- 4 Code § 510;
- 5 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
- 6 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
- 7 premium pay in lieu thereof;
- 8 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 9 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 10 in lieu thereof;
- 11 f. Whether Defendants violated Labor Code § 226(a);
- 12 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 13 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 14 wages and compensation due and owing at the time of termination of employment;
- 15 i. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 16 j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- 17 k. Whether Employees are entitled to equitable relief pursuant to Business and
- 18 Professions Code § 17200 *et seq.*

19 **C. Typicality**

20 34. The claims of the named Plaintiffs are typical of those of the other Employees.

21 Employees all sustained injuries and damages arising out of and caused by Defendant's common

22 course of conducts in violation of statutes, as well as regulations that have the force and effect of

23 law, as alleged herein.

24 **D. Adequacy of Representation**

25 35. Plaintiffs will fairly and adequately represent and protect the interest of Employees.

26 Counsel who represents Employees are experienced and competent in litigating employment class

27 actions.

28 ///

1 **E. Superiority of Class Action**

2 36. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
4 questions of law and fact common to all Employees predominate over any questions affecting only
5 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
6 Defendants' illegal policies or practices of failing to compensate Employees properly.

7 37. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

13 38. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 39. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Specifically, Defendants had a consistent policy of failing to
18 pay Employees for hours worked during alleged meal periods for which Employees were
19 consistently denied. (see infra). Defendants also required Employees to work pre-shift and post-
20 shift, in excess of their scheduled shifts for which they were not paid wages as Employees were
21 required to spend working hours under the control of Defendants as Employees were instructed
22 to record hours worked less than the actual hours they worked but often times Plaintiff and
23 Employees would work ten, twelve or longer shifts, but were forced by Defendants to record a
24 standard 8 hour shift. Also, Defendants rounded timekeeping entries and revisions made to
25 timekeeping records to reflect less time worked than was actually worked and Defendants have
26 also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours,
27 while benefiting Defendants. California Labor Code § 1197, entitled "Pay of Less Than
28 Minimum Wage" states:

1 The minimum wage for employees fixed by the commission is the
2 minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

4 40. The applicable minimum wages fixed by the commission for work during the
5 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
6 therefore entitled to double the minimum wage during the relevant period.

7 41. The minimum wage provisions of California Labor Code are enforceable by private
8 civil action pursuant to California Labor Code § 1194(a) which states:

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

15 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
16 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

17 43. California Labor Code § 1194.2 also provides for the following remedies:

18 In any action under Section 1194 . . . to recover wages because of
19 the payment of a wage less than the minimum wages fixed by an
20 order of the commission, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 44. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 45. Wherefore, Employees are entitled to recover the unpaid minimum wages
27 (including double minimum wages), liquidated damages in an amount equal to the minimum
28 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
29 to California Labor Code § 1194(a).

30 **SECOND CAUSE OF ACTION**

31 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

32 **(Against All Defendants)**

33 46. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 47. By their conduct, as set forth herein, Defendants violated California Labor Code §
3 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
4 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
5 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
6 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
7 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
8 (8) hours on any seventh day of work in a workweek.

9 48. Defendants had a consistent policy of not paying Employees wages for all hours
10 worked including time Employees were consistently required to work “pre-shift” and “post-shift”
11 hours, in excess of their eight-hour shift in a given work day as Employees were instructed to
12 record hours worked less than the actual hours they worked but often times Plaintiff and
13 Employees would work ten, twelve or longer shifts, but were forced by Defendants to record a
14 standard 8 hour shift. Employees were often not properly compensated, nor were they paid
15 overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a
16 given week. Additionally, Defendants consistently improperly rounded down, changed, adjusted
17 Employees time records, paid Employees less than their time records showed as demonstrated
18 by Employees’ timesheets which reveal little variance between the hours worked by employees
19 on a daily basis.

20 49. Defendants’ failure to pay compensation in a timely fashion also constituted a
21 violation of California Labor Code § 204, which requires that all wages shall be paid
22 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
23 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
24 and overtime compensation earned by Employees. Each such failure to make a timely payment of
25 compensation to Employees constitutes a separate violation of California Labor Code § 204.

26 50. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

28 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the

relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

52. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

53. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

54. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

55. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

57. Plaintiff re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
3 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

5 59. Defendants failed to provide Employees with timely rest breaks of not less than ten
6 (10) minutes for each consecutive four (4) hour shift.

7 60. Moreover, Defendants did not compensate Employees with an additional hour of
8 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
9 with adequate rest breaks, as required under Labor Code § 226.7.

10 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
11 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
12 worked without the required rest breaks, a sum to be proven at trial.

13 **FIFTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 226(a)**
15 **(Against All Defendants)**

16 62. Plaintiff re-allege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 63. California Labor Code § 226(a) requires an employer to furnish each of his or her
19 employees with an accurate, itemized statement in writing showing the gross and net earnings,
20 total hours worked, and the corresponding number of hours worked at each hourly rate; these
21 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
22 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
23 statements may be given to the employee separately from the payment of wages; in either case the
24 employer must give the employee these statements twice a month or each time wages are paid.

25 64. Defendants failed to provide Employees with accurate itemized wage statements in
26 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
27 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
28 periods and rest breaks, and reflected the incorrect hours worked due to the rounding all of which

Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove.

65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174 AND 1174.5

(Against All Defendants)

67. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

68. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

69. During the course of Plaintiffs' and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages, overtime, and premium pay as discussed above.

70. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

71. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

72. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

73. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

74. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

75. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

EIGHTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

76. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

77. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

78. Plaintiffs are a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 79. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
3 business practices.

4 80. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
6 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
7 vigorously to enforce minimum labor standards, to ensure that employees are not required or
8 permitted to work under substandard and unlawful conditions, and to protect law-abiding
9 employers and their employees from competitors who lower costs to themselves by failing to
10 comply with minimum labor standards.

11 81. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs,
15 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
16 guaranteed to all employees under the law.

17 82. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 et seq.

19 83. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
21 reasonable care should have known that their conduct was unlawful; therefore their conduct
22 violates the Business & Professions Code § 17200 et seq.

23 84. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 85. Unless restrained by this Court Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
27 make such orders or judgments, including the appointment of a receiver, as may be necessary to
28 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice

1 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
2 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
3 failed to pay.

4 **NINTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

6 **(Against All Defendants)**

7 86. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 87. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 88. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
16 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

17 89. The penalties shall be allocated as follows: 75% to the Labor and Workforce
18 Development Agency (LWDA) and 25% to the affected employee.

19 90. Employees also seek any and all penalties and remedies set forth in Labor Code
20 § 558, which states:

21 (a) Any employer or other person acting on behalf of an
22 employer who violates, or causes to be violated, a section of this
23 chapter or any provision regulating hours and days of work in any
24 order of the Industrial Welfare Commission shall be subject to a
25 civil penalty as follows: (1) For any initial violation, fifty dollars
26 (\$50) for each underpaid employee for each pay period for which
27 the employee was underpaid in addition to an amount sufficient to
28 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.

1 (b) If upon inspection or investigation the Labor
2 Commissioner determines that a person had paid or caused to be
3 paid a wage for overtime work in violation of any provision of
4 this chapter, or any provision regulating hours and days of work
5 in any order of the Industrial Welfare Commission, the Labor
6 Commissioner may issue a citation. The procedures for issuing,
7 contesting, and enforcing judgments for citations or civil penalties
8 issued by the Labor Commissioner for a violation of this chapter
9 shall be the same as those set out in Section 1197.1.

10 (c) The civil penalties provided for in this section are in addition to
11 any other civil or criminal penalty provided by law.

12 97. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
15 for each violation in a subsequent citation, for which the employer fails to provide the employee a
16 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
17 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

18 98. Plaintiffs have exhausted their administrative remedy by sending a certified letter to
19 the LWDA and Defendants postmarked on December 22, 2021. The LWDA has not provided
20 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
21 date of the letters.

22 **RELIEF REQUESTED**

23 WHEREFORE, Plaintiffs pray for the following relief:

- 24 1. For an order certifying this action as a class action;
- 25 2. For compensatory damages in the amount of the unpaid minimum wages for work
26 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
27 the filing of this action, as may be proven;
- 28 3. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime
and double-time pay, as may be proven;

1 5. For compensatory damages in the amount of the hourly wage made by Employees
2 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
3 years prior to the filing of this action, as may be proven;

4 6. For compensatory damages in the amount of the hourly wage made by Employees
5 for each day requisite rest breaks were not provided or were deficiently provided where no
6 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
7 be proven;

8 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

9 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
10 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12 10. For restitution for unfair competition pursuant to Business & Professions Code
13 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

14 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

15 12. For an order enjoining Defendants and their agents, servants, and employees, and
16 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
17 duties adumbrated in this Complaint;

18 13. For all general, special, and incidental damages as may be proven;

19 14. For an award of pre-judgment and post-judgment interest;

20 15. For an award providing for the payment of the costs of this suit;

21 16. For an award of attorneys' fees; and

22 17. For such other and further relief as this Court may deem proper and just.

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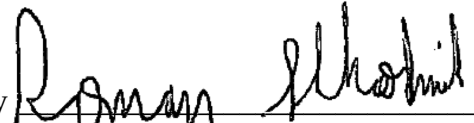
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1 DATED: March 11, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

2
3 By 

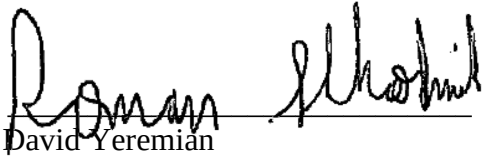
4 David Yeremian
5 Roman Shkodnik
6 Attorneys for Plaintiffs
7 ASHLEY CHARLEMAGNE, BRIANNA
8 HUGUELY, MARLA LEWIS, and
9 SHARON LEWIS and the putative class
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: March 11, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By 

David Yeremian

Roman Shkodnik

Attorneys for Plaintiffs

ASHLEY CHARLEMAGNE, BRIANNA

HUGUELY, MARLA LEWIS, and

SHARON LEWIS and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 535 N. Brand, Blvd. Suite 705, Glendale CA 91203.

AMI Expeditionary Healthcare (USA), LLC

AMI Expeditionary Healthcare, LLC

AMI Health

AMI Expeditionary Healthcare

7801 Folsom Blvd., #202
Sacramento, CA 95826

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 11, 2022, at Glendale, California.

Natalia Bermudes
Natalia Bermudes