

COPY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
OCT 10 2022

BY Am. V. Johnson
JACQUELINE HARNESS, DEPUTY

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ALI S. CARLSEN, State Bar No. 289964
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
acarlsen@aegislawfirm.com

Attorneys for Plaintiff Shakora Johnson, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SHAKORA JOHNSON, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

ARROWHEAD REGIONAL MEDICAL
CENTER FOUNDATION; CELL STAFF,
LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB2202109

Assigned for All Purposes to:
Hon. David Cohn
Dept. S26

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Reimburse Business Expenses;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay All Wages Due Upon Separation of Employment; and
6. Violation of Business and Professions Code §§ 17200, *et seq.*
7. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Shakora Johnson, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Shakora Johnson (“Plaintiff”) brings this putative class and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §
6 2698 *et seq.*, against defendants Cell Staff, LLC; Arrowhead Regional Medical Center
7 Foundation; and DOES 1 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s own
8 behalf and on behalf of a putative class of California citizens who are and were employed by
9 Defendants as non-exempt employees throughout California.

10 2. Defendants are in the healthcare industry and staffing industry.

11 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
14 competition.

15 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to reimburse necessary business-related costs;
- 19 (c) failing to provide accurate itemized wage statements; and
- 20 (d) failing to pay all wages due upon separation of employment.

21 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
22 others similarly situated in California to recover, among other things, unpaid wages, un-
23 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
24 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 510, 558, 1174,
25 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, 2698, *et seq.*, and Code of
26 California Civil Procedure § 1021.5.

27 ///

28 ///

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. Plaintiff's proposed class consists of and is defined as follows:

Class

1 All California citizens currently or formerly employed by Defendants as non-
2 exempt employees in the State of California at any time between August 2, 2017¹
3 and the date of class certification (“Class”).

4 21. Plaintiff also seeks to certify the following subclasses of employees:

5 Waiting Time Subclass

6 All members of the Class who separated their employment with Defendant at any
7 time between August 2, 2018 and the date of class certification (“Waiting Time
8 Subclass”).

9 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
10 subclasses, or modify or re-define any class or subclass definition as appropriate based on
11 investigation, discovery, and specific theories of liability.

12 23. Members of the Class and the Waiting Time Subclass described above will be
13 collectively referred to as “Class Members.”

14 24. There are common questions of law and fact as to the Class Members that
15 predominate over any questions affecting only individual members including, but not limited to,
16 the following:

- 17 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
18 (including minimum wages and overtime wages) for all hours worked by
19 Plaintiff and Class Members.
- 20 (b) Whether Defendants required Plaintiff and Class Members to work over
21 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
22 (40) hours per week and failed to pay them proper overtime compensation
23 for all overtime hours worked.
- 24 (c) Whether Defendants failed to reimburse Plaintiff and Class Members for
25 necessary business-related costs expended for the benefit of Defendants.

26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (d) Whether Defendants failed to provide Plaintiff and Class Members
2 accurate itemized wage statements.
- 3 (e) Whether Defendants failed to timely pay the Waiting Time Subclass all
4 wages due upon termination or within seventy-two (72) hours of
5 resignation.
- 6 (f) Whether Defendants' conduct was willful or reckless.
- 7 (g) Whether Defendants engaged in unfair business practices in violation of
8 Business and Professions Code §§ 17200, *et seq.*

9 25. There is a well-defined community of interest in this litigation and the proposed
10 Class and subclasses are readily ascertainable:

11 (a) Numerosity: The Class Members are so numerous that joinder of all
12 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
13 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
14 identities of the Class Members are readily ascertainable by inspection of Defendants'
15 employment and payroll records.

16 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
17 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
18 provisions of California's wage and hour laws entitled each Class Member to similar pay,
19 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
20 sustained by the Class Members, because they arise out of and are caused by Defendants'
21 common course of conduct as alleged herein.

22 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
23 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
24 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
25 class counsel, are competent and experienced in litigating large employment class actions and
26 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
27 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
28

1 costs that have been and will be necessarily expended for the prosecution of this action for the
2 substantial benefit of the Class Members.

3 (d) Superiority: The nature of this action makes use of class action
4 adjudication superior to other methods. A class action will achieve economies of time, effort, and
5 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
6 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
7 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
8 to efficiently manage this case as a class action.

9 (e) Public Policy Considerations: Employers in the State of California violate
10 employment and labor laws every day. Current employees are often afraid to assert their rights
11 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
12 because they believe their former employers might damage their future endeavors through
13 negative references and/or other means. Class actions provide class members who are not named
14 in the complaint with a type of anonymity that allows for the vindication of their rights while
15 affording them privacy protections.

16 **GENERAL ALLEGATIONS**

17 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
18 California residents as non-exempt employees or employees throughout California at
19 Defendants' California business location(s).

20 27. Defendants continue to employ non-exempt employees or employees within
21 California.

22 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
24 were knowledgeable about California's wage and hour laws, employment and personnel
25 practices, and the requirements of California law.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and Class Members were entitled to receive wages for all time
28 worked (including minimum wages and overtime wages) and that they were not receiving all

1 wages earned for work that was required to be performed. In violation of the Labor Code and
2 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
3 wages and overtime wages) for all hours worked.

4 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
6 indemnification for all necessary business expenditures or losses as a direct consequence of the
7 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
8 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
9 expenses or losses, such as cell phones, and internet, but were not reimbursed nor indemnified of
10 such expenses or losses that were incurred as a direct consequence of the discharge of their
11 duties, or of their obedience to the directions of Defendants.

12 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and Class Members were entitled to receive itemized wage
14 statements that accurately showed the following information pursuant to the Labor Code: (1)
15 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
16 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
17 deductions, provided that all deductions made on written orders of the employee may be
18 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
19 which the employee is paid; (7) the name of the employee and only the last four digits of his or
20 her social security number or an employee identification number other than a social security
21 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at
23 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
24 were not provided with accurate itemized wage statements.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
27 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
28 not receive payment of all wages within the permissible time periods.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

34. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among other things, unpaid wages (including minimum wages and overtime wages), unreimbursed business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

36. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

37. Plaintiff and Class Members were employees entitled to the protections of Labor Code §§ 1194 and 1197.

38. During the relevant time period, Defendants failed to pay Plaintiff and Class Members all wages owed when Defendants did not pay for all hours worked.

39. During the relevant time period, Defendants failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

40. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

1 41. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
2 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
3 interest thereon.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

7 42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 43. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
10 unlawful to employ persons without compensating them at a rate of pay either one and one-half
11 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
12 worked by the person on a daily or weekly basis.

13 44. Specifically, the applicable IWC Wage Orders provide that Defendants are and
14 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
15 and one-half times (1½) their regular rate of pay when working and for all hours worked in
16 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
17 eight (8) hours of work on the seventh day of work in a workweek.

18 45. The applicable IWC Wage Orders further provide that Defendants are and were
19 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
20 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
21 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

22 46. California Labor Code § 510 codifies the right to overtime compensation at one
23 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
24 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
25 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
26 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
27 seventh day of work in a workweek.

47. Labor Code § 510 and the applicable IWC Wage Orders provide that employment of more than six days in a workweek is only permissible if the employer pays proper overtime compensation as set forth herein.

48. Plaintiff and Class Members were employees entitled to the protections of California Labor Code §§ 510 and 1194.

49. During the relevant time period, Defendants required Plaintiff and Class Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of work, entitling them to overtime wages.

50. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

51. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

52. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

53. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

54. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

55. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

56. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

57. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

58. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

59. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendants, including, but not limited to, cell phone, computer, and internet use required for work.

60. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

61. As a direct result, Plaintiff and Class Members have suffered and continue to suffer losses, and therefore seek complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

1 63. Labor Code § 226(a) requires Defendants to provide each employee with an
2 accurate wage statement in writing showing nine pieces of information, including, the following:
3 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
4 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee may be
6 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
7 which the employee is paid, (7) the name of the employee and the last four digits of his or her
8 social security number or an employee identification number other than a social security number,
9 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
10 rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate by the employee.

12 64. During the relevant time period, Defendants have knowingly and intentionally
13 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
14 and Class Members. The deficiencies include, among other things, the failure to correctly state
15 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
16 number of hours worked at each hourly rate by Plaintiff and Class Members.

17 65. As a result of Defendants' knowing and intentional failure to comply with Labor
18 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
19 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
20 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
21 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
22 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
23 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
24 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
25 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
26 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
27 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
28

1 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
2 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

3 66. Plaintiff and Class Members are entitled to recover from Defendants the greater of
4 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
5 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
6 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
7 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

8 67. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
9 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
10 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
11 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
12 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
13 to proof at trial.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

16 (Violation of Labor Code §§ 201, 202, and 203)

17 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 69. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
20 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
21 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
22 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
23 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
24 his or her wages at the time of quitting.

25 70. During the relevant time period, Defendants willfully failed to pay the Waiting
26 Time Subclass all their earned wages upon termination, including, but not limited to, proper
27 minimum wage and overtime compensation, either at the time of discharge or within seventy-two
28 (72) hours of their leaving Defendants' employ.

71. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

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

73. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

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

74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

75. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . . .”

76. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants' policies and practices violated state law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-fact.

77. Defendants' policies and practices violated state law in at least the following respects:

- 1 (a) Failing to pay all wages earned (including minimum wage and overtime
2 wages) to Plaintiff and Class Members at the proper rate in violation of
3 Labor Code §§ 510, 1194, 1194.2, 1197, and 1198.
- 4 (b) Failing to reimburse Plaintiff and Class Members for necessary business-
5 related expenses in violation of Labor Code §§ 2800 and 2802.
- 6 (c) Failing to provide Plaintiff and Class Members with accurate itemized
7 wage statements in violation of Labor Code § 226.
- 8 (d) Failing to timely pay all earned wages to the members of the Waiting
9 Time Subclass upon separation of employment in violation of Labor Code
10 §§ 201, 202, and 203.

11 78. As alleged herein, Defendants systematically engaged in unlawful conduct in
12 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
13 (minimum and overtime wages), failing to reimburse necessary business-related costs and
14 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
15 owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in
16 order to decrease their costs of doing business and increase their profits.

17 79. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
18 Members as being knowledgeable concerning the labor and employment laws of California.

19 80. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
20 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
21 doing business in order to undercut their competitors and establish and/or gain a greater
22 foothold in the marketplace.

23 81. By violating the foregoing statutes and regulations as herein alleged, Defendants'
24 acts constitute unfair and unlawful business practices under California Business and Professions
25 Code §§ 17200, *et seq.*

26 82. As a result of the unfair and unlawful business practices of Defendants as alleged
27 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
28 restitution in an amount to be shown according to proof at trial.

83. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

84. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

85. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

86. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

87. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1182.12, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

- b. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- c. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged; and
- d. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees.

88. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

89. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

90. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

91. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Shakora Johnson as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On June 16, 2022, I served the foregoing document entitled:

• FIRST AMENDED CLASS ACTION COMPLAINT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Elizabeth H. Murphy JACKSON LEWIS P.C. 725 South Figueroa Street, Suite 2500 Los Angeles, CA 90017 Telephone: 214.520.2400 Elizabeth.Murphy@Jacksonlewis.com Christopher.Gomez@jacksonlewis.com Denise.MacMurray@jacksonlewis.com Kevin E. Collins JACKSON LEWIS P.C. 3390 Spectrum Center Drive Suite 110 Riverside, CA 92501 Direct (949) 885-5269 Main (949) 885-1360 Kevin.Collins@jacksonlewis.com <i>Attorney for Defendant:</i> CELL STAFF, LLC	Lynna Monell, Clerk of the Board of Supervisors 385 N. Arrowhead Ave., 2nd Floor San Bernardino, CA 92415-0130 <i>Agent for Service of Process for Defendant:</i> COUNTY OF SAN BERNARDINO
---	--

☒ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)
[AS TO ATTORNEYS FOR DEFENDANT ARROWHEAD REGIONAL MEDICAL CENTER FOUNDATION ONLY]

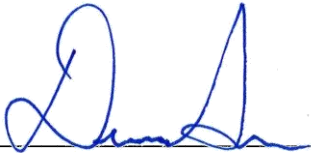
///

☐

(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).*)

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

Executed on June 16, 2022, at Irvine, California.



Delaney Graves