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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA MACHUCA,

Plaintiff,

vs.

VALLEY CENTER FOR
REPRODUCTIVE HEALTH, INC.; TINA
BETH KOOPERSMITH; and DOES 1 to
25, inclusive,

Defendants.

) CASE NO.: **22STCV18362**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **11) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

1 **COMES NOW** Plaintiff, MARIA MACHUCA (hereinafter “Plaintiff”), and alleges as
2 follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of Los Angeles in this judicial district because Defendants VALLEY CENTER FOR
6 REPRODUCTIVE HEALTH, INC.; TINA BETH KOOPERSMITH; and DOES 1 to 25,
7 (collectively referred to as “VCRH”) inclusive do business in the County of Los Angeles and
8 because Defendants’ obligations and liabilities arise therein, and because the work that was
9 performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover,
10 Plaintiff’s damages sought herein exceed \$25,000.

11 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

12 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant VALLEY
13 CENTER FOR REPRODUCTIVE HEALTH, INC. is and was a California corporation, doing
14 business in Los Angeles County, and which employed Plaintiff.

15 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
16 TINA BETH KOOPERSMITH is a female resident of the County of Los Angeles, State of
17 California, and an owner, director, officer, and/or managing agent of Defendant VALLEY
18 CENTER FOR REPRODUCTIVE HEALTH, INC. TINA BETH KOOPERSMITH is being
19 included in this lawsuit pursuant to California Labor Code Section 558.1 for the specific labor
20 code violations alleged herein as she controlled the hours, wages, and working conditions of
21 Plaintiff and was directly involved in the day-to-day operations of the business VALLEY
22 CENTER FOR REPRODUCTIVE HEALTH, INC.

23 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
24 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
25 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
26 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
27 for the conduct alleged herein. Upon discovering the true names and capacities of these
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1 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
2 capacities of these fictitiously named defendants.

3 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
4 that information and belief, alleges that at all times herein mentioned, each of the remaining
5 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
6 under the authority of their agency, employment, or representative capacity, with the consent of
7 his/her codefendants.

8 **GENERAL ALLEGATIONS**

9 7. Plaintiff started working for VCRH over a decade ago. During her tenure, she was
10 classified as an hourly, non-exempt employees and her latest pay rate was \$24 per hour.
11 Plaintiff's employment ended on or around February 28, 2022. During her employment tenure,
12 Plaintiff's job title was medical assistant, however, she did other tasks including lab tech, front
13 end, back office, and coordinator duties.

14 8. It is Plaintiff's position that VCRH has committed numerous labor code violations
15 against Plaintiff and other similarly situated aggrieved employees.

16 9. VCRH did not provide Plaintiff and other similarly situated aggrieved employees with
17 the minimum wages to which they were entitled for all work performed and did not
18 compensate them and others for all hours worked pursuant to California Labor Code sections
19 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently
20 worked "off the clock". This is so because the company would have meetings during the
21 "lunch break", which was "off the clock". Moreover, when Plaintiff was able to take a meal
22 break and while eating, she would be asked, for example, to do a blood draw on a patient
23 waiting in one of the patient rooms and would have to perform work-related activities while
24 not being clocked in. Moreover, Plaintiff would consistently be contacted after hours, on
25 weekends, and on days off regarding patients. Furthermore, the company rounded down work
26 hours to the detriment of employees and engaged in "time shaving".

27 10. Due to the above "off the clock" work, VCRH also violated Labor Code §510 because it
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1 failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though
2 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
3 their employment. In addition, VCRH did not include any incentive or bonus payments in
4 calculating employees' regular rate of pay for purposes of calculating the correct overtime rate
5 of pay.

6 11. VCRH also violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
7 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly
8 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
9 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
10 periods. VCRH did not completely relieve Plaintiff of all duty during said meal periods. VCRH
11 did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for
12 each workday that one or more statutory meal periods was not provided. There were occasions
13 wherein the meal periods would be provided late and after the 5th hour worked and there were
14 occasions wherein the meal periods would be interrupted due to work-related obligations as
15 mentioned above several times per week. It was the normal practice and custom of VCRH not
16 to consistently authorize, permit, and enforce statutory TIMELY and UNINTERRUPTED meal
17 periods. As such, Plaintiff and other similarly situated employees did not always have the
18 opportunity to take timely, complete, and uninterrupted meal periods every 5 hours worked. One
19 look at Plaintiff's timecard shows violations on paper. For instance, for the timecard spanning
20 February 14, 2022 through February 25, 2022, there are numerous instances of meal breaks taken
21 AFTER the 5th hour worked (February 17, 2022; February 22, 2022) OR short meal periods
22 (February 15, 2022) or even occasions wherein a meal break was not taken at all (February 16,
23 2022, February 24, 2022 and February 25, 2022).

24 12. VCRH also violated Labor Code § 226.7 along with the applicable Industrial Welfare
25 Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated
26 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
27 thereof, throughout their employment. VCRH did not completely relieve Plaintiff of all duty
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1 during said rest periods. VCRH did not pay to Plaintiff one additional hour of pay at Plaintiff's
2 regular rate of compensation for each workday that one or more statutory rest periods was not
3 provided. There was no such thing as an uninterrupted, ten-minute rest period as that was not
4 part of the company culture. In fact, Plaintiff never received even a single rest break throughout
5 her entire employment tenure. It was not company policy and not part of the culture for
6 employees such as Plaintiff and others to take rest breaks. As such, the culture at VCRH did not
7 lend itself to the employees receiving statutory breaks wherein they were relieved of all work
8 duties. It was the normal practice and custom of VCRH not to authorize, permit, and enforce
9 statutory rest periods, especially in a fast-paced medical clinic.

10 13. Furthermore, during the relevant time period and due to the labor code violations as
11 discussed above, VCRH failed to pay Plaintiff and other similarly situated aggrieved employees
12 all wages due to them within any time period specified by California Labor Code section 204.
13 In addition, VCRH failed to pay wages owed in a timely manner under Labor Code section 204
14 in that the employees, including Plaintiff, were paid more than 7 days after the end of the
15 applicable pay period. For instance, for a pay period spanning from January 31, 2022 through
16 February 13, 2022, the pay date was on February 22, 2022, which is more than 7 days after the
17 end of the pay period. VCRH is only able to pay employees past the 7-day mark if the wages are
18 specifically earned between the 1st and 15th of the month OR 16th and the end of the month. In
19 this particular scenario, these wages were not earned between the 1st and 15th of the month, but
20 slightly before.

21 14. VCRH was also in violation of California Labor Code section 226(a), by failing to
22 include accurate, pertinent information on the wage statements, including but not limited to, all
23 hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and
24 address of the employer, gross wages earned, all deductions, net wages earned, reimbursement
25 for business expenses, the correct start and end of the applicable pay period, all employee
26 identifying information, and meal and rest period premium payments, among other items. As
27 such, VCRH did not provide Plaintiff and other similarly situated aggrieved employees with
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complete, accurate itemized wage statements.

15. VCRH violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, overtime wages, business expense reimbursement, and meal/rest period compensation described above.

16. During the relevant time period, VCRH also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code sections 1174(d).

17. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by VCRH. These costs include, but are not limited to, use of personal phones for business-related purposes and mileage reimbursement for using their personal vehicles for work purposes, including running errands for the doctor. Accordingly, VCRH was in violation of California Labor Code sections 2800 and 2802. VCRH was also in violation of the applicable Industrial Welfare Commission Wage Order no. 4-2001, section 13, for not providing suitable seating and rest facilities for the employees, including Plaintiff.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001, California Code of Regulations Title 8 Section 11040, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

18. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

19. At all times relevant herein, Defendants were required to compensate their employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,

1 Title 8, Section 11040.

2 20. For the three (3) years preceding filing of this action, Defendants failed to compensate
3 Plaintiff for all hours worked.

4 21. Under the aforementioned wage order and regulations, Plaintiff is to recover
5 compensation for all hours worked but not paid by Defendants for the three (3) years
6 preceding the filing of this Complaint.

7 22. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
8 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
9 this Court.

10 23. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194,
11 and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
12 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
13 reasonable attorney's fees and costs of suit.

14 24. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
16 amount known to Plaintiff once she has obtained all of her payroll records from
17 Defendants.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(California Labor Code Sections 1194, 1194.2, 1197)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 25. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
23 1 through 24, inclusive, of this Complaint as though fully set forth herein.

24 26. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission Wage
27 Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040,
28 subdivision 4.

27 27. Pursuant to IWC Wage Order No. 4-2001, subdivision 2(K), at all relevant times,

1 “hours worked” included “the time during which an employee is subject to the control of an
2 employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so...”

4 28. During her employment, Plaintiff was regularly required as a matter of uniform policy
5 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
6 less than the minimum wage rate by Defendants for hours worked in violation of California
7 Labor Code Section 1197 and the applicable California Industrial Wage Commission wage
8 order(s).

9 29. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
10 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
11 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
12 to believe that their acts or omissions were not contrary to California law.

13 30. For all hours worked by Plaintiff for which she was paid less than the minimum wage
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
17 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

18 31. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
20 trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 4-2001, California Code of
24 Regulations Title 8 Section 11040)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 32. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 31, inclusive, of this Complaint as though fully set forth herein.

28 33. Pursuant to Industrial Welfare Commission 4-2001, California Code of Regulations,

1 Title 8, Section 11040 for the period of Plaintiff's employment, Defendants were required to
2 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
3 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
4 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
5 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

6 34. Plaintiff was a non-exempt employee entitled to the protections of the California
7 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
8 Title 8, Section 11040.

9 35. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
10 forty (40) hours in a single workweek on numerous occasions.

11 36. Plaintiff was entitled to the above overtime premiums.

12 37. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
14 regular rate of pay for hours worked past twelve (12) in a day.

15 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

17 39. Plaintiff worked at least one pay period in which she was not properly paid overtime
18 within the three (3) years prior to the initiation of this lawsuit.

19 40. Defendants know or should know the actual dates of overtime worked, the amount of
20 overtime worked, and the amount of unpaid overtime due.

21 41. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
22 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
23 Court.

24 42. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
25 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
26 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
27 reasonable attorney's fees and costs of suit.

28 43. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(California Labor Code Section 226)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 44. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 43, inclusive, of this Complaint as though fully set forth herein.

8 45. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.

10 46. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
11 accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
13 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
14 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
15 Plaintiff in accordance with California Labor Code Section 226(a).

16 47. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
19 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
20 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
21 the 3-year period immediately preceding the date this lawsuit was filed.

22 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
23 sustained damages, including loss of earnings, in an amount to be established at trial. As a
24 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
26 and attorney's fees pursuant to statute.

27 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
trial.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

3 **(California Labor Code Section 204)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

7 51. California Labor Code Section 204 establishes the fundamental right of all employees
8 in the State of California to be paid wages in a timely fashion for their work.

9 52. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
10 full amount of all owed wages when due as required by California Labor Code Section 204.

11 53. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
12 informed, believes, and thereon alleges, that all times relevant during the liability period,
13 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
14 including overtime hours and premium pay for missed rest breaks and meal breaks.

15 54. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
16 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
17 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
18 from Defendants' records or indirectly based on information from Defendants' records.

19 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

24 **(California Labor Code Sections 201, 202, 203)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

28 57. Pursuant to California Labor Code Section 201(a), an employer who discharges an
employee must immediately pay for all compensation due and owing.

1 58. Pursuant to California Labor Code Section 202, when an employee resigns, the
2 employer must pay all compensation due and owing within 72 hours of resignation, or on the
3 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

4 59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
5 without abatement or reduction, any wages of an employee whose employment ends, the wages
6 of the employee shall continue as a penalty from the due date at the same rate until paid or until
7 an action is commenced; however, the wages shall not continue for more than 30 days for
8 failure to pay an employee owed wages.

9 60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
10 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

11 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
14 preceding the filing of this lawsuit.

15 62. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
16 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
17 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

18 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO GIVE REST BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

26 65. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
28 that every employer shall authorize and permit all employees to take rest periods,
which insofar as practicable shall be in the middle of each work period. The

1 authorized rest period time shall be based on the total hours worked daily at the rate
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
4 that if an employer fails to provide an employee a rest period in accordance with the
5 applicable provisions of this order, the employer shall pay the employee one (1) hour
6 of pay at employee's regular rate of compensation for each workday that the rest
7 period is not provided;

8 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
9 the employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of the
13 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
14 a rest period in accordance with an applicable order of the Industrial Welfare
15 Commission, the employer shall pay the employee one (1) additional hour of pay at
16 employee's regular rate of compensation for each work day that the rest period is not
provided.

17 66. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
18 break after every four (4) hours of work or major fraction thereof as required by California law.

19 67. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
20 regulations, and wage orders alleged in this cause of action along with any allowable interest,
21 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the
22 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

23 68. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
24 fees as well as interest under Labor Code section 218.6.

25 69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

6 71. Plaintiff brings this cause of action under the following laws, for the following
7 reasons:

- 8 a. California Labor Code section 512(a), which requires that employees be given a 30-
9 minute uninterrupted meal break after five (5) hours of work, and a second
10 uninterrupted meal break after ten (10) hours of work;
- 11 b. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any meal period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if any employer fails to provide an
14 employee a meal period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at the employee's regular rate of compensation for each workday that the meal
17 period is not provided;
- 18 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
19 under Title 8 of the California Code of Regulations Section 11040, which states that
20 if an employer fails to provide an employee a meal period in accordance with the
21 applicable provisions of the Wage Order, the employer shall pay the employee one
22 (1) hour of pay at the employee's regular rate of compensation for each workday that
23 the meal period is not provided;
- 24 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
25 codified under Title 8 of the California Code of Regulations Section 11040, which
26 requires an employer to maintain records documenting its employees' meal periods;
- 27 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
28 codified under California Code of Regulations Section 11040, which penalizes the
employer \$50.00 for each initial violation, per employee, of any provision of the

1 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
2 f. California Labor Code section 1171 and 1173, which have given the California Labor
3 Commission jurisdiction to enact Wage Orders (such as Wage Order No. 4) as
4 enforceable law.

5 72. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
6 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
7 to take a second relieved meal break after ten (10) hours of work, as required by California
8 law. California Labor Code section 512(a) and California Industrial Welfare Commission
9 Order No. 4, as codified under California Code of Regulations Section 11040 *et. seq.* requires
10 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
11 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
12 work duty. California Labor Code section 226.7 provides that employers may not require their
13 employees to work through their meal periods. California Labor Code section 226.7 and
14 California Code of Regulations section 11040 requires that if the employer fails to provide the
15 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
16 of pay for each work day that the meal period is not given.

17 73. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
18 regulations, and wage orders alleged in this cause of action along with any allowable interest,
19 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
20 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

21 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
22 fees as well as interest under Labor Code section 218.6.

23 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 **NINTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

28 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

76. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 75, inclusive, of this Complaint as thought fully set forth herein.

2 77. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
3 employee for all necessary expenditures or losses incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 78. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
7 of completing her job duties, which were not reimbursed by Defendant. These expenses
8 include, but are not limited to, use of personal phones for business-related purposes and mileage
9 reimbursement for using their personal vehicles for work purposes, including running errands
10 for the doctor.

11 79. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and
12 attorney's fees and costs, under Labor Code section 2802.

13 **TENTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Individual and Representative Claim for PAGA penalties under California Labor Code**
16 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,**
1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order
Nos. 4-2001

17 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

18 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

20 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants
22 and DOE defendants have violated and continue to violate.

23 82. Pursuant to California Labor code section 2699.3, no response was received from the
24 LWDA within 65 days of the postmark date of the above-alleged letter.

25 83. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants’ violations of the
28

1 Labor Code.

2 84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
3 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
4 departments, divisions, commissions, boards, agencies, or employees for violation of the code
5 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
6 on behalf of himself or herself and other current or former employees pursuant to the
7 procedures specified in California Labor Code section 2699.3.

8 85. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
9 violator and had one or more of the alleged violations committed against her, and therefore is
10 properly suited to represent the interests of other current and former hourly, non-exempt
11 employees who worked for VCRH in the State of California at any and all locations during the
12 PAGA period.

13 86. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
14 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
15 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

16 87. Plaintiff therefore has exhausted all administrative remedies required of her under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

22 89. California Labor Code section 558 establishes a civil penalty as follows: Any
23 employer or other person action on behalf of an employer who violates, or causes to be
24 violated, a section of this chapter or any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
26 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
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1 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid ...;

3 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
4 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
5 seeking individual/victim specific relief or underpaid wages under this particular cause of
6 action.

7 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
8 the following:

9 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
10 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and
11 2699 any other Labor Codes and Wage Orders (including no. 4) violated on the facts
12 alleged in this Complaint.

13 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
14 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
15 employees as alleged herein in an amount to be shown according to proof at trial and within the
16 jurisdictional limits of this Court.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

19 **(California Business and Professions Code Section 17200)**

20 **(Plaintiff against Valley Center for Reproductive Health, Inc. and all DOE defendants)**

21 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

23 94. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
24 constitutes unfair and unlawful business practices under California Business and
25 Professions Code Section 17200, et seq.

26 95. Defendant's violations of California labor laws and the Labor Code, as alleged
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1 above constitutes a business practice because it was done repeatedly over a significant period
2 of time in a systematic manner that was detrimental to Plaintiff and other hourly, non-exempt
3 employees.

4 96. For the four years preceding the filing of this action, Plaintiff has suffered
5 damages and request damages and/or restitution of all monies and profits to be disgorged from
6 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
7 this Court.

8 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
9 follows:

- 10 1. For compensatory damages including lost past and future wages, regular wages,
11 overtime, and all other sums of money, including employment benefits, together
12 with interest on said amounts, and any other economic injury to Plaintiff, according to
13 proof;
- 14 2. For special and consequential damages to Plaintiff in an amount subject to proof at
15 trial;
- 16 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
17 at trial;
- 18 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
19 subject to proof at trial;
- 20 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
21 proof at trial;
- 22 6. For restitution and disgorgement for all unfair business practices by Defendant Valley
23 Center for Reproductive Health, Inc. against Plaintiff in an amount subject to proof at
24 trial;
- 25 7. For an order enjoining Defendant Valley Center for Reproductive Health, Inc. from
26 further unfair and unlawful business
27 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 28 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

- 1 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
2 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
3 10. For maximum civil penalties available under the Labor Code and applicable Wage
4 Order against Defendant as described more particularly in the Complaint and PAGA
5 notice to the LWDA;
6 11. For all remedies available to Plaintiff under the applicable Wage Order and the
7 Labor Code including an award of attorney's fees, costs, interest, and penalties
8 according to proof to the extent permitted by law;
9 12. For restitution and/or damages for all amounts unlawfully withheld from the wages of
10 Plaintiff, as may be proven;
11 13. For the imposition of civil penalties and/or statutory penalties;
12 14. For all interest as allowed by law;
13 15. For all costs and disbursements incurred in this suit;
14 16. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
16 the California Labor Code; and/or other applicable laws; and
17 17. For such other and further relief as this Court may deem proper.

18 DATED: June 5, 2022

MESSRELIAN LAW INC.

19 By 
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff Maria Machuca

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

24 DATED: June 5, 2022

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff Maria Machuca
28