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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 **AMANDA LEE, individually, on behalf of**
12 **all others similarly situated, and as**
13 **representative of the California Labor &**
14 **Workforce Development Agency,**

15 **Plaintiff,**

16 **vs.**

17 **VERNON HEALTHCARE CENTER,**
18 **LLC; and DOES #1 through #50, inclusive,**

19 **Defendants.**

Case No. 2:22-cv-02437-JLS-JPR

20 **Plaintiff's First Amended Class and**
21 **Collective Action Complaint for**
22 **Damages**

- 23 1. Failure to pay overtime
24 compensation (Fair Labor Standards
25 Act, 29 U.S.C. § 201, *et seq.*)
- 26 2. Failure to pay wages (CAL. LAB.
27 CODE §§ 510, 1194, 1194.5; IWC
28 Wage Orders)
3. Violations of record keeping
requirements (CAL. LAB. CODE
§ 226)
4. Waiting time penalties (CAL. LAB.
CODE § 203)
5. Violation of Unfair Competition Law
(CAL. BUS. & PROF. CODE §§ 17200,
et seq.)
6. Civil penalties under the Private
Attorneys General Act of 2004 (CAL.
LAB. CODE §§ 2698, *et seq.*)

29 **SUMMARY**

30 1. Like many other companies across the United States, Vernon Healthcare
31 Center, LLC's ("Vernon") Kronos-based timekeeping and payroll systems were affected by a
32 service outage beginning in December 2021.

2. That outage led to problems in timekeeping and payroll throughout Vernon's organization.

3. As a result, Vernon's workers who were not exempt from the overtime requirements under federal and state law were not paid their proper overtime premium on time, if at all, for overtime hours worked during and after the Kronos outage.

4. Amanda Lee is one each such worker for Defendants.

5. Defendants could have easily implemented a system to accurately record time and properly pay non-exempt hourly and salaried employees until issues related to the outage were resolved.

6. Instead, Vernon pushed the cost of the Kronos outage onto the most economically vulnerable people in its workforce.

7. Vernon made the economic burden of the Kronos outage fall on front-line workers—average Americans—who rely on the full and timely payment of their wages to make ends meet.

8. Vernon's failure to pay wages, including proper overtime, on time and in full for all hours worked violates the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* and applicable state law.

9. Lee brings this lawsuit to recover these unpaid wages and other damages owed by Vernon to herself and Vernon's other non-overtime-exempt workers, who were the ultimate victims of not just the Kronos outage, but also Whirlpool's decision to make its own non-exempt employees bear the economic burden for the outage.

JURISDICTION & VENUE

10. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

11. The Court has supplemental jurisdiction over any state law sub-classes pursuant to 28 U.S.C. § 1367.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because Vernon is headquartered in this District.

PARTIES

13. **Plaintiff Amanda Lee** is a natural person.

14. Lee was, at all relevant times, an employee of Vernon.

15. Lee began working for Vernon in November 2021.

16. During the Kronos outage, Lee worked for Vernon in California.

17. Lee represents at least two groups of similarly situated workers for Vernon.

18. Lee represents a collective of similarly situated workers under the FLSA pursuant to 29 U.S.C. § 216(b). This “FLSA Collective” is defined as:

All current or former non-exempt employees of Vernon who worked in the United States at any time during Vernon’s Kronos service outage, beginning on or about December 11, 2021, until the time that Vernon regained full access to all Kronos products and services, and resumed normal employee timekeeping and payment operations.

19. Lee represents a class of similarly situated employees under California law pursuant to Federal Rule of Civil Procedure 23. This “California Class” is defined as:

All current or former hourly and salaried employees of Vernon who worked in California at any time during Vernon’s Kronos service outage, beginning on or about December 11, 2021, until the time that Vernon regained full access to all Kronos products and services, and resumed normal employee timekeeping and payment operations.

20. Together, throughout this Complaint, the FLSA Collective and California Class members are referred to as the “Similarly Situated Workers.”

21. Lee also brings suit as the statutory representative of the California Labor & Workforce Development Agency (“LWDA”), on behalf of herself and all other current of former employees affected by the pay practices at issue in this lawsuit, pursuant to the Private Attorneys General Act of 2004 (PAGA), CAL. LAB. CODE §§ 2698, *et seq.*

22. **Defendant Vernon Healthcare Center, LLC (“Vernon”)** is a domestic limited liability company.

23. Vernon may be served by service upon its registered agent, **Derek Cheung, 3580 Wilshire Blvd., 6th Floor, Los Angeles, CA 90010**, or by any other method allowed by law.

24. At all relevant times, Vernon exerted operational control over its subsidiaries and alter egos.

25. At all relevant times, Vernon substantially controlled the terms and conditions of employment for workers of its subsidiaries and alter egos.

26. At all relevant times, Vernon had a common control and management of labor relations regarding employees of its subsidiaries and alter egos.

27. Vernon employed and/or jointly employed, with its subsidiaries and alter egos, Lee and the Similarly Situated Workers.

28. Vernon and its subsidiaries and alter egos are joint employers for purposes of the FLSA. See 29 C.F.R. § 791.2.

29. Vernon and its subsidiaries and alter egos are joint employers for purposes of the California law.

30. Lee is informed and believes and on that basis alleges that, at all relevant times Vernon and Defendants Does #1 through #50 were affiliated, and each was the principal, agent, servant, partner, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor or predecessor in interest, joint ventures, and/or joint enterprises of Vernon.

31. Vernon and Defendants Does #1 through #50 employed and/or jointly employed Lee and the Similarly Situated Workers.

32. Vernon and Defendants Does #1 through #50 are joint employers for purposes of the FLSA. See 29 C.F.R. § 791.2.

33. Vernon and Defendants Does #1 through #50 are joint employers for purposes of California law.

34. Lee is unaware of the true names of Defendants Does #1 through #50, and so Lee sues those Defendants under said fictitious names pursuant to California Code of Civil Procedure section 474. *Lindley v. Gen. Elec. Co.*, 780 F.2d 797, 802 (9th Cir. 1986).

35. Lee will amend this Complaint to show the true names and capacities of such fictitiously named Defendants after the same has been ascertained.

36. Because the true names of Defendants Does #1 through #50 are currently unknown to her, Lee refers to such Defendants in this lawsuit collectively with their non-fictitiously named joint employers as “Vernon” and/or “Defendants” throughout this Complaint.

COVERAGE UNDER THE FLSA

37. At all relevant times, Vernon was an employer of Lee within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

38. At all relevant times, Vernon was an employer of the FLSA Collective members within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

39. At all relevant times, Vernon was part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

40. During at least the last three years, Vernon has had gross annual sales in excess of \$500,000.

41. During at least the last three years, Vernon was and is part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(s)(1).

42. Vernon employs many workers, including Lee, who are engaged in commerce or in the production of goods for commerce and/or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person.

43. The goods and materials handled, sold, or otherwise worked on by Lee and other employees of Vernon and that have been moved in interstate commerce include, but are not limited to, healthcare supplies and equipment, and computers, peripherals, and electronic equipment.

FACTS

44. Vernon provides healthcare services and staff healthcare personnel to healthcare facilities.

45. Many of Vernon’s employees are non-exempt hourly and salaried workers.

1 46. Since at least 2021, Defendants have used Kronos timekeeping software and
2 hardware .

3 47. On or about December 11, 2021, Kronos suffered a disruption in service due
4 to a ransomware attack.

5 48. The Kronos outage interfered with the ability of its customers, including
6 Vernon, to use Kronos's software and hardware to track hours and pay employees.

7 49. For at least a portion of time following the Kronos outage, Vernon failed to
8 keep accurate track of the hours that Lee and the Similarly Situated Workers worked.

9 50. Instead, Vernon used various methods to estimate the number of hours Lee and
10 the Similarly Situated Workers work in each pay period.

11 51. As a result of Vernon's failure to accurately track their actual hours worked
12 each week, employees who were non-exempt and worked overtime were in many cases paid
13 less than the hours they worked in the workweek, including overtime hours.

14 52. Many employees were not even paid their non-overtime wages for hours
15 worked before 40 in a workweek.

16 53. Lee is one of the many Vernon employees affected by these pay and
17 timekeeping practices.

18 54. Lee worked over 40 hours per week most weeks, if not every week, she worked
19 for Vernon.

20 55. Lee worked 40 hours, or more, each week during Vernon's Kronos outage..

21 56. But Lee was not paid the proper overtime premium for all overtime hours
22 worked for Vernon on time, if at all, each week during Vernon's Kronos service disruption,
23 beginning on or about December 11, 2021.

24 57. Instead of paying Lee for the hours she actually worked (including overtime
25 hours), Vernon simply paid based on estimates of time or pay, or based upon arbitrary
26 calculations and considerations **other than** their actual hours worked and regular pay rates,
27 in multiple workweeks.
28

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1 58. In properly calculating and paying overtime to a non-exempt employee, the
2 only metrics that are needed are: (1) the number of hours worked in a day or week, and (2)
3 the employee's regular rate, taking into account shift differentials, non-discretionary bonuses,
4 and other adjustments required by law.

5 59. Vernon knows it has to pay proper overtime premiums to non-exempt hourly
6 and salaried employees.

7 60. Vernon knows this because, prior to the Kronos outage, it routinely paid these
8 workers for all overtime hours at the proper overtime rates.

9 61. Vernon could have instituted any number of methods to accurately track and
10 timely pay its employees for all hours worked.

11 62. Instead of accurately tracking hours and paying employees their wages and
12 overtime, Vernon decided to arbitrarily pay these employees, without regard to the overtime
13 hours they worked or the regular rates at which they were supposed to be paid.

14 63. It was feasible for Vernon to have its employees and managers report accurate
15 hours so they could be timely paid the full and correct amounts of money they were owed for
16 the work they did for the company.

17 64. But Vernon chose not to do that.

18 65. In other words, Vernon pushed the effects of the Kronos outage onto the backs
19 of their most economically vulnerable workers, making sure that Vernon kept the money they
20 owed to those employees in their own pockets, rather than take steps to make sure employees
21 were paid on time and in full for the work they did.

22 66. Lee is just one of the many Vernon employees who had to shoulder the
23 economic burden of this decision by Vernon.

24 67. Lee was a non-exempt hourly employee of Vernon.

25 68. Lee regularly worked over 40 hours per week for Vernon.

26 69. Lee's normal, pre-Kronos outage hours are reflected in Vernon's records.

27 70. Since the Kronos outage, Vernon has not paid Lee on time, if at all, for her
28 actual hours worked each week.

PARMET PC

1 71. Since the outage took place, Vernon has not accurately recorded the hours
2 worked by Lee and their other workers, in multiple workweeks.

3 72. Vernon was aware of the overtime requirements of the FLSA .

4 73. Vernon nonetheless failed to pay the full overtime premium owed to certain
5 non-exempt hourly and salaried employees, such as Lee.

6 74. Vernon's failure to pay overtime to these non-exempt workers was, and is, a
7 willful violation of the FLSA.

8 75. The full overtime wages owed to Lee and the Similarly Situated Workers
9 became "unpaid" when the work for Vernon was done—that is, on Lee, and the Similarly
10 Situated Workers' regular paydays. *E.g.*, *Martin v. United States*, 117 Fed. Cl. 611, 618 (2014);
11 *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993); *Cook v. United States*, 855 F.2d 848, 851 (Fed.
12 Cir. 1988); *Olson v. Superior Pontiac–GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir.1985), *modified*,
13 776 F.2d 265 (11th Cir.1985); *Atlantic Co. v. Broughton*, 146 F.2d 480, 482 (5th Cir.1944);
14 *Birbalas v. Cuneo Printing Indus.*, 140 F.2d 826, 828 (7th Cir.1944).

15 76. At the time Vernon failed to pay Lee and the Similarly Situated Workers in full
16 for their wages and overtime hours by their regular paydays, Vernon became liable for all
17 prejudgment interest, liquidated damages, penalties, and any other damages owed under
18 federal and California law.

19 77. In other words, there is no distinction between late payment and nonpayment
20 of wages under federal or California law. *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993).

21 78. Even if Vernon made any untimely payment of unpaid wages due and owing
22 to Lee or the Similarly Situated Workers, any alleged payment was not supervised by the U.S.
23 Department of Labor or any court.

24 79. The untimely payment of overtime wages, in itself, does not resolve a claim for
25 unpaid wages under the law. *See, e.g.*, *Seminiano v. Xyris Enterp., Inc.*, 602 Fed.Appx. 682, 683
26 (9th Cir. 2015); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-54 (11th Cir. 1982).

80. Nor does the untimely payment of wages, if any, compensate workers for the damages they incurred due to Vernon's acts and omissions resulting in the unpaid wages in the first place.

81. Lee and the Similarly Situated Workers remain uncompensated for the wages and other damages owed by Vernon under federal and California law.

COLLECTIVE ACTION ALLEGATIONS

82. Numerous individuals were victimized by Vernon's patterns, practices, and policies, which are in willful violation of the FLSA.

83. Based on her experiences and tenure with Vernon, as well as coverage of the Kronos outage, Lee is aware that Vernon's illegal practices were imposed on the FLSA Collective.

84. The FLSA Collective members were not paid their full overtime premiums for all overtime hours worked.

85. These employees are victims of Vernon's unlawful compensation practices and are similarly situated to Lee in terms of the pay provisions and employment practices at issue in this lawsuit.

86. The workers in the FLSA Collective were similarly situated within the meaning of the FLSA.

87. Any differences in job duties do not detract from the fact that these FLSA non-exempt workers were entitled to overtime pay.

88. Vernon's failure to pay overtime compensation at the rates required by the FLSA result from generally applicable, systematic policies, and practices, which are not dependent on the personal circumstances of the FLSA Collective members.

89. The FLSA Collective should be notified of this action and given the chance to join pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

90. The illegal practices Vernon imposed on Lee were likewise imposed on the California Class Members.

1 91. Numerous other individuals who worked for Vernon were not properly
2 compensated for all hours worked, as required by California law.

3 92. The California Class is so numerous that joinder of all members of the class is
4 impracticable.

5 93. Vernon imposed uniform practices and policies on Lee and the California Class
6 members regardless of any individualized factors.

7 94. Based on her experience and tenure with Defendants, as well as coverage of the
8 Kronos outage, Lee is aware that Roc Vernon's illegal practices were imposed on the
9 California Class members.

10 95. California Class members were all not paid proper overtime when they worked
11 in excess of 40 hours per week.

12 96. Vernon's failure to pay wages and overtime compensation in accordance with
13 California law results from generally applicable, systematic policies, and practices which are
14 not dependent on the personal circumstances of the California Class Members.

15 97. Lee's experiences are therefore typical of the experiences of the California
16 Class members.

17 98. Lee does not have any interest contrary to, or in conflict with, the members of
18 the California Class. Like each member of the proposed class, Lee has an interest in obtaining
19 the unpaid overtime wages and other damages owed under the law.

20 99. A class action, such as this one, is superior to other available means for fair and
21 efficient adjudication of the lawsuit.

22 100. Absent this action, many California Class members likely will not obtain
23 redress of their injuries and Vernon will reap the unjust benefits of violating California law.

24 101. Furthermore, even if some of the California Class members could afford
25 individual litigation against Vernon, it would be unduly burdensome to the judicial system.

26 102. Concentrating the litigation in one forum will promote judicial economy and
27 parity among the claims of individual members of the classes and provide for judicial
28 consistency.

PARMET PC

1 103. The questions of law and fact common to each of the California Class members
2 predominate over any questions affecting solely the individual members. Among the common
3 questions of law and fact are:

- 4 a. Whether Lee and the California Class members were paid overtime at
5 1.5 times their regular rate of pay for hours worked in excess of 40 in a
6 workweek or 8 in a single day;
7 b. Whether Lee and the California Class members were paid overtime at 2
8 times their regular rate of pay for hours worked in excess of 12 in a
9 single day or the seventh day in a workweek;
10 c. Whether Vernon's failure to pay Chavis-Burton and the California Class
11 members their proper overtime rates violated California law; and
12 d. Whether Vernon paid Lee and the California Class members all wages
13 due within the period of time allowed by California law.

14 104. Lee's claims are typical of the California Class members. Lee and the
15 California Class members have all sustained damages arising out of Vernon's illegal and
16 uniform employment policies.

17 105. Lee does not know of any difficulty that will be encountered in the
18 management of this litigation that would preclude its ability to go forward as a class or
19 collective action.

20 106. Although the issue of damages may be somewhat individual in character, there
21 is no detracting from the common nucleus of liability facts. Therefore, this issue does not
22 preclude class action treatment.

23 **FIRST CAUSE OF ACTION—VIOLATIONS OF THE FLSA**
24 **AS TO LEE AND THE FLSA COLLECTIVE**

25 107. Lee incorporates all allegations set forth in paragraphs 1 through 106.

26 108. By failing to pay Lee and the FLSA Collective members overtime at 1.5 times
27 their regular rates, Vernon violated the FLSA. 29 U.S.C. § 207(a).

28 109. Vernon owes Lee and the FLSA Collective members overtime for all hours
worked in excess of 40 in a workweek, at a rate of at least 1.5 times their regular rates of pay.

 110. Vernon owes Lee and the FLSA Collective members the difference between the
rate actually paid for overtime, if any, and the proper overtime rate.

111. Likewise, Vernon owes Lee and the FLSA Collective members their agreed-upon rates of pay for all hours worked up to and including 40 each week in which they worked over 40 hours in the week, but were not paid in full for all hours. 29 C.F.R. § 778.315.

112. Vernon knowingly, willfully, or in reckless disregard carried out this illegal pattern and practice of failing to pay Lee and the FLSA Collective members overtime compensation.

113. Because Vernon knew, or showed reckless disregard for whether, its pay practices violated the FLSA, Vernon owe these wages for at least the past three years.

114. Vernon's failure to pay overtime compensation to these FLSA Collective members was neither reasonable, nor was the decision not to pay overtime made in good faith.

115. Because Vernon's decision not to pay overtime was not made in good faith, Vernon also owes Lee and the FLSA Collective members an amount equal to the unpaid overtime wages as liquidated damages.

116. Accordingly, Lee and the FLSA Collective members are entitled to their unpaid wages under the FLSA, including their agreed-upon wages up to 40 hours each week they worked overtime and overtime wages in an amount equal to 1.5x their regular rates of pay, plus liquidated damages, attorney's fees, and costs.

**SECOND CAUSE OF ACTION—FAILURE TO PAY WAGES UNDER CALIFORNIA LAW
AS TO LEE AND THE CALIFORNIA CLASS**

117. Lee incorporates all allegations set forth in paragraphs 1 through 106.

118. The California Labor Code requires that all employees, including Lee and the California Class, receive 1.5x their hourly rate as overtime premium compensation for hours worked over eight in one day. CAL. LAB. CODE § 510 (2017); IWC Wage Orders #1-2001 through #17-2001.

119. Despite working over 8 hours a day as part of their normal and regular shift, Lee and the California Class did not receive proper overtime compensation for all hours worked over 8 in one day.

1 120. The California Labor Code also requires that all employees, including Lee and
2 the California Class, receive 2x times the overtime premium compensation for hours worked
3 over 12 in one day. CAL. LAB. CODE § 510 (2017); IWC Wage Orders #1-2001 through #17-
4 2001.

5 121. Although Lee and the California Class occasionally worked over 12 hours in
6 one day, they did not receive the “double time” compensation required by California law.

7 122. The California Labor Code requires that all employees, including Lee and the
8 California Class, receive 2x the overtime premium compensation for hours worked over 8 in
9 one day, in the seventh day of a workweek. CAL. LAB. CODE §§ 510, 551–52 (2017); IWC
10 Wage Orders #1-2001 through #17-2001.

11 123. Although Lee and the California Class regularly worked seven days a week, for
12 at least 12 hours a day, they did not receive the “double time” compensation required by
13 California law for all hours over eight worked on the seventh day.

14 124. This pattern, practice, and uniform administration of corporate policy
15 regarding illegal employee compensation is unlawful and entitles Lee and the California Class
16 to recover unpaid balance of the full amount of overtime wages owing, including liquidated
17 damages, interest, attorneys’ fees, and costs of suit pursuant to California Labor Code section
18 1194.

19 **THIRD CAUSE OF ACTION—VIOLATIONS OF RECORD KEEPING REQUIREMENTS**
20 **AS TO LEE AND THE CALIFORNIA CLASS**

21 125. Lee incorporates all allegations set forth in paragraphs 1 through 106.

22 126. California Labor Code section 226 requires Vernon to keep accurate records
23 regarding the rates of pay for its California employees and provide that information to Lee
24 and the California Class with their wage payment.

25 127. Because Vernon failed to pay Lee and the California Class lawful wages, it did
26 not maintain accurate records of Lee and the California Class’s daily hours, gross wages
27 earned, net wages earned, and the applicable hourly rates, and did not provide that
28 information to Lee and the California Class with their wages.

1 128. This pattern, practice, and uniform administration of corporate policy is
2 unlawful and entitles Lee and the California Class to recover all damages and penalties
3 available by law, including interest, penalties, attorney fees, and costs of suit. CAL. LAB. CODE
4 § 226(e).

5 **FOURTH CAUSE OF ACTION—WAITING TIME PENALTIES**
6 **AS TO LEE AND THE CALIFORNIA CLASS**

7 129. Lee incorporates all allegations set forth in paragraphs 1 through 106.

8 130. At all relevant times, Vernon was required to pay Lee and the California Class
9 all wages owed in a timely fashion at the end of employment pursuant to California Labor
10 Code sections 201 to 204.

11 131. As a result of Vernon's alleged California Labor Code violations, Vernon
12 regularly failed to pay Lee and the California Class their final wages pursuant to California
13 Labor Code sections 201 to 204, and accordingly Vernon owes waiting time penalties
14 pursuant to California Labor Code section 203.

15 132. The conduct of Vernon, in violation of Lee and the California Class members'
16 rights, was willful and was undertaken by the agents, employees, and managers of Vernon.

17 133. Vernon's willful failure to provide Lee and the California Class the wages due
18 and owing them upon separation from employment results in a continuation of wages up to
19 30 days from the time the wages were due.

20 134. Therefore, Lee and the California Class members who have separated from
21 employment are entitled to compensation pursuant to California Labor Code section 203.

22 **FIFTH CAUSE OF ACTION—VIOLATION OF UNFAIR COMPETITION LAW**
23 **AS TO LEE AND THE CALIFORNIA CLASS**

24 135. Lee incorporates all allegations set forth in paragraphs 1 through 106.

25 136. Vernon has engaged, and continues to engage, in unfair and unlawful business
26 practices in California by practicing, employing, and utilizing the employment practices
27 outlined above by knowingly denying employees: (1) overtime wages required under federal
28 law; (2) overtime wages required by California law; (3) accurate wage statements; and (4)
waiting time penalties.

1 137. As a result of Vernon's failure to comply with federal and state law, Vernon has
2 also violated the California Unfair Competition Law ("UCL"), CAL. BUS. & PROF. CODE §
3 17200, *et. seq.*, which prohibits unfair competition by prohibiting any unlawful or unfair
4 business actions or practices.

5 138. The relevant acts by Vernon occurred within the four years preceding the filing
6 of this action.

7 139. On information and belief, Vernon has engaged in unlawful, deceptive, and
8 unfair business practices, pursuant to California's Business and Professions Code section
9 17200, *et seq.*, including those set forth above, depriving Lee and the California Class of
10 minimum working condition standards and conditions under California law and IWC Wage
11 Orders as set forth above.

12 140. Lee and the California Class are entitled to restitution for at least the following:
13 restitution for unpaid overtime wages and unpaid California Labor Code § 203 continuation
14 wages.

15 141. Lee and the California Class are also entitled to permanent injunctive and
16 declaratory relief prohibiting Vernon from engaging in the violations and other misconduct
17 referred to above.

18 142. Vernon is also liable for fees and costs pursuant to California Code of Civil
19 Procedure section 1021.5 and other applicable law.

20 **SIXTH CAUSE OF ACTION—CIVIL PENALTIES UNDER PAGA**
21 **AS TO CHAVIS-BURTON, AS REPRESENTATIVE OF THE LWDA,**
22 **ON BEHALF OF HERSELF AND THE CALIFORNIA CLASS**

23 143. Lee incorporates all allegations set forth in paragraphs 1 through 106.

24 144. Lee and the California Class are aggrieved employees within the meaning of
25 California Labor Code section 2699.

26 145. As aggrieved employees, Lee, as representative of the California Labor and
27 Workplace Development Agency (LWDA), on behalf of herself and the California Class,
28 seeks to recover civil penalties against Vernon pursuant to the Private Attorneys General Act
of 2004 (PAGA), CAL. LAB. CODE §§ 2698, *et seq.*

146. Vernon has knowingly and intentionally violated the California Labor Code and IWC Wage Orders, including by:

- a. Failing to pay wages (CAL. LAB. CODE §§ 510, 1194, 1194.5; IWC Wage Orders #1-2001 through #17-2001);
- b. Failing to provide compensation for missed meal and rest periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Orders #1-2001 through #17-2001);
- c. Violating record keeping requirements (CAL. LAB. CODE § 226);
- d. Unlawfully collecting, receiving, or withholding wages (CAL. LAB. CODE §§ 221, 225.5);
- e. Failing to pay wages promptly following termination of employment, or when due and payable (CAL. LAB. CODE § 203).

147. The civil penalties sought by Lee, on behalf the LWDA for herself and the California Class, include the recovery of amounts specified in the respective sections of the California Labor Code, and if not specifically provided, those penalties under section 2699(f).

148. Lee, on behalf of the LWDA for herself and the California Class, seeks the full amounts sufficient to recover unpaid wages, other damages, and necessary expenditures or losses incurred by Lee and the California Class pursuant to California Labor Code sections 210, 225.5, 226.3, 226.8, 558(a), 1197(a), 2802, and 2699.

149. Lee, on behalf of the LWDA for herself and the California Class, will allege any additional violations of the California Labor Code and IWC Wage Orders as may be disclosed in discovery and as a result of additional investigation that may be pursued in this action.

150. Lee provided notice to Vernon of its California Labor Code and IWC Wage Orders violations on April 11, 2022.

151. On the same date, Lee submitted notice to the LWDA, as required by PAGA.

152. Lee's notice to Vernon and the LWDA advises each of them of the intent to prosecute a private enforcement action to assess and recover civil penalties under PAGA if the LWDA declines to investigate or prosecute the asserted California Labor Code and IWC Wage Orders violations.

153. If the LWDA declines to investigate or prosecute, Lee will pursue PAGA claims in the course of this action, on behalf of LWDA for herself and the California Class,.

154. Lee has had to retain counsel to file this action to protect the interests of the LWDA, herself, and the California Class, and to assess and collect the civil penalties owed by Vernon to herself and the California Class.

155. Lee, on behalf of the LWDA, has incurred attorneys' fees and costs in prosecuting this action to recover under PAGA for herself and the California Class.

RELIEF SOUGHT

Lee prays for judgment against Defendants as follows:

- a. For an order certifying a collective actions for the FLSA claims;
- b. For an order certifying a class action for the California law claims;
- c. For an order finding Defendants liable for violations of federal wage laws with respect to Lee and all FLSA Collective members covered by this case;
- d. For an order finding Defendants liable for violations of California law with respect to Lee and all California Class members covered by this case;
- e. For a judgment awarding all unpaid wages, liquidated damages, and penalties under federal law to Lee and all FLSA Collective members covered by this case;
- f. For a judgment awarding all unpaid wages, liquidated damages, and penalties under California law to Lee and all California Class members covered by this case;
- g. For an equitable accounting and restitution of wages due to Lee and all FLSA Collective and California Class members covered by this case;
- h. For a judgment awarding attorneys' fees to Lee and all FLSA Collective and California Class members covered by this case;
- i. For a judgment awarding costs of this action to Lee and all FLSA Collective and California Class members covered by this case;
- j. For a judgment awarding pre- and post-judgment interest at the highest rates allowed by law to Lee and all FLSA Collective and California Class members covered by this case;
- k. For a judgment awarding Lee, on behalf of the LWDA, all penalties, attorneys' fees, costs, and other relief available under PAGA; and

1. For all such other and further relief as may be necessary and appropriate.

Dated: Oct. 24, 2022

Respectfully submitted,

PARMET PC

/s/ Matthew S. Parmet

By: _____

Matthew S. Parmet

Attorneys for Plaintiff

JURY DEMAND

Plaintiff demands a trial by jury on all issues.

/s/ Matthew S. Parmet

Matthew S. Parmet

CERTIFICATE OF SERVICE

On October 24, 2022, I served a copy of this document and all attachments on the following parties via email:

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/s/ Matthew S. Parmet

Matthew S. Parmet