

David R. Greifinger, Esq. (SBN 105242)
tracklaw@me.com
Calvin A. Marshall, Esq. (SBN 318587)
calvin@greifingerlaw.com
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864

*Attorneys for Plaintiff,
VERONICA NUNES and the putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

VERONICA NUNES, an individual, on behalf
of herself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees;

Plaintiff,

vs.

ASSIGNMENT AMERICA, LLC, a Delaware
Limited Liability Company; CROSS
COUNTRY HEALTHCARE, INC., a Delaware
Corporation; and DOES 1 through 50 inclusive

Defendants.

Case No. 56-2022-00568691-CU-OE-VTA

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF; ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT (LAB. CODE, § 2698
ET SEQ.):**

1. **FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 111194, 1194.2, &
1198);**
2. **FAILURE TO PAY MINIMUM
WAGES, SPLIT SHIFT
PREMIUMS, AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11050);**
3. **FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11050);**
4. **FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11050);**
5. **FAILURE TO PAY REPORTING
TIME WAGES AND
LIQUIDATED DAMAGES (Lab.
Code, § 1198 and Cal. Code. Regs.,
tit. 8, § 11050);**



6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS (Lab. Code, §§ 226, subd. (a), 1174, subd. (d), & 1198);**
7. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT (Lab. Code, § 203);**
8. **FAILURE TO REIMBURSE BUSINESS EXPENSES (Lab. Code, §§ 2800 & 2802);**
9. **VIOLATION OF LABOR CODE SECTION 558);**
10. **UNFAIR COMPETITION (Bus. & Prof. Code, § 17200 et seq.);**
11. **CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Lab. Code, § 2698 et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and her counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. The action is brought under Code of Civil Procedure section 382, the provisions of Rule 23 of the Federal Rules of Civil Procedure (28 U.S.C.), and Business and Professions Code section 17200 et seq. Plaintiff brings this complaint on her own behalf, and on behalf of all persons in the putative Class as defined in Paragraph 14 below, and as aggrieved employees on behalf of all aggrieved employees.

3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the Labor Code.

THE PARTIES

- (a) An individual who resides in the County of Ventura, California;
- (b) Jointly employed as an hourly paid employee by ASSIGNMENT AMERICA, LLC, a Delaware Limited Liability Company; CROSS COUNTRY HEALTHCARE, INC., a Delaware Corporation; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about October 2021 to on or about November 2021 as a lab assistant/phlebotomist at Kaiser Permanente International’s Woodland Hills location in Los Angeles County, California;
- (c) Jointly employed as an hourly paid employee by DEFENDANTS from on or about November 2021 to the present, as a lab assistant/phlebotomist at various Kaiser Permanente International Medical Office Buildings (MOB) in Ventura County, California;
- (d) Was not properly paid for overtime hours worked;
- (e) Was not properly paid minimum wages for hours worked and split-shift premiums;
- (f) Did not receive compliant meal periods or meal-period premiums;

- 1 (g) Did not receive compliant rest periods or rest-period premiums;
- 2 (h) Did not receive reporting-time wages;
- 3 (i) Did not receive accurate itemized wage statements;
- 4 (j) Was not reimbursed for business expenses that she paid; and
- 5 (k) When terminated from her employment, was not paid for overtime
- 6 wages owed, minimum wages owed, meal period wages owed, and
- 7 rest period wages owed within the time limits prescribed by Labor
- 8 Code section 201.

9 **DEFENDANTS**

10 5. PLAINTIFF is informed and believes, and based upon that information and belief
11 alleges, that ASSIGNMENT AMERICA, LLC, is, and at all times mentioned was:

- 12 (a) A Delaware Limited Liability Company authorized to conduct business, and
- 13 actually conducting business, in Los Angeles County, California and
- 14 Ventura County, California;
- 15 (b) Provided staffing services for Kaiser Permanente International for its
- 16 healthcare facilities throughout California, including in Los Angeles County
- 17 and Ventura County.

18 6. PLAINTIFF is informed and believes, and based upon that information and belief
19 alleges, that CROSS COUNTRY HEALTHCARE, INC. is, and at all times mentioned was:

- 20 (a) A Delaware corporation authorized to conduct business, and actually
- 21 conducting business, in Los Angeles County, California and Ventura
- 22 County, California;
- 23 (b) Provided staffing services for Kaiser Permanente International for its
- 24 healthcare facilities throughout California, including in Los Angeles County
- 25 and Ventura County.

26 7. ASSIGNMENT AMERICA, LLC, CROSS COUNTRY HEALTHCARE, INC.,
27 and DOES 1 through 50 are collectively referred to as “DEFENDANTS” throughout this
28 Complaint.

1 8. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
3 unknown to the PLAINTIFFS, who therefore sue these Defendants by those fictitious
4 names under Code of Civil Procedure section 474. PLAINTIFFS will seek leave to amend
5 the Complaint to allege the true names and capacities of DOES 1 through 50, inclusive,
6 when they are ascertained.

7 9. PLAINTIFF is informed and believes, and based upon that information and
8 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
9 which reside in, or are otherwise doing business in the State of California. Each of the
10 Defendants DOES 1 through 50 was the managerial agent, employee, predecessor,
11 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
12 the other Defendants named herein, and acted with permission, authorization and/or
13 ratification and consent of other Defendants.

14 10. PLAINTIFF is informed and believes, and based upon that information and
15 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
16 inclusive, are responsible in some manner for one or more of the events and happenings
17 that proximately caused the injuries and damages hereinafter alleged.

18 11. PLAINTIFF is informed and believes, and based upon that information and
19 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
20 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
21 employees of each of the other Defendants, and that each Defendant was acting within the
22 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
23 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
24 PLAINTIFF and the putative Class for their damages sustained as a proximate result of
25 Defendants' conduct.

26 12. PLAINTIFF is informed and believes, and based upon that information and
27 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
28 inclusive, knowingly and willfully acted in concert, conspired and agreed together among

1 themselves and entered into a combination and systemized campaign of activity to inter alia
2 damage PLAINTIFFS and the putative Class and to otherwise consciously and/or recklessly
3 act in derogation of PLAINTIFFS' and the putative Class and the trust reposed by
4 PLAINTIFFS and the putative Class in each of the Defendants, the acts being negligently
5 and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were
6 such that, to PLAINTIFF's information and belief, and to all appearances, Defendants
7 represented a unified body so that the actions of one Defendant were accomplished in
8 concert with, and with the knowledge, ratification, authorization and approval of each of
9 the other Defendants.

10 13. PLAINTIFF and all persons employed by Defendants in California who
11 received at least one wage statement are "aggrieved employees" as defined by Labor Code
12 section 2699 in that they are all current or former employees of Defendants, and one or
13 more of the alleged violations was committed against them.

14 III.

15 CLASS ALLEGATIONS

16 A. The Definition Of The Class

17 14. The Class ("the Class") consists of:

18 All persons who are or were hourly paid employees or independent
19 contractors of ASSIGNMENT AMERICA, LLC, a Delaware Limited
20 Liability Company and / or CROSS COUNTRY HEALTHCARE,
21 INC., a Delaware Corporation, in the State of California, at any time
22 during the period commencing on the date that is within four years
prior to the filing of this complaint and continuing thereafter (the
"Class Period").

23 B. Maintenance Of The Action

24 15. PLAINTIFF brings the action individually on behalf of all similarly situated
25 persons under Business and Professions Code sections 17203 and 17024 and Code of Civil
26 Procedure section 382.

27 C. The Class Requisites

28 16. At all material times, PLAINTIFF was a member of the putative Class.

1 17. This class action meets the statutory prerequisites for maintaining a class
2 action under Code of Civil Procedure section 382, in that:

- 3 (a) The persons who comprise the Class are so numerous that the joinder
4 of all those persons is impracticable and the disposition of their
5 claims as a class will benefit the parties and the court;
- 6 (b) Nearly all factual, legal, statutory, declaratory, and injunctive-relief
7 issues that are raised in this complaint are common to the Class and
8 will apply uniformly to every Class member;
- 9 (c) The claims of the representative Plaintiff is typical of the claims of
10 each Class member. PLAINTIFF, like all other putative Class
11 members, has sustained damages arising from DEFENDANTS'
12 violations of the laws of the State of California. PLAINTIFF, and the
13 putative Class members, were and are similarly or identically harmed
14 by the same unlawful, deceptive, unfair, systematic and pervasive
15 pattern of misconduct engaged in by the DEFENDANTS;
- 16 (d) The representative Plaintiff has, and will continue to, fairly and
17 adequately represent and protect the interests of the Class, and has
18 retained counsel who are competent and experienced in class action
19 litigation. There are no material conflicts between the claims of the
20 representative Plaintiff and the Class members that would make class
21 certification inappropriate. Counsel for the Class will vigorously
22 assert the claims of all Class members.

23 18. The persons who comprise the Class are so numerous that joining all of them
24 is impracticable, and jointly adjudicating their claims will benefit the parties and the court.
25 PLAINTIFF's claims are typical of the claims of the Class that PLAINTIFF seeks to
26 represent. PLAINTIFF will fairly and adequately protect the interests of the Class that she
27 seeks to represent. PLAINTIFF does not have any interests that are antagonistic to the
28 Class that she seeks to represent. Counsel for PLAINTIFF are experienced, qualified, and

generally able to conduct complex class action litigation.

19. The Court should permit the action to be maintained as a class action under Code of Civil Procedure section 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for fairly and efficiently adjudicating the claims of the Class;
- (c) The Class members are so numerous that it is impractical to bring all of them before the Court;
- (d) PLAINTIFF and the other Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which DEFENDANTS are responsible in an amount sufficient to adequately compensate the Class members;
- (f) Without Class certification, the prosecution of separate actions by individual Class members would create a risk of:
 - i. Inconsistent or varying adjudications for individual Class members that would establish incompatible standards of conduct for DEFENDANTS; and/or,
 - ii. Adjudications for individual Class members that would, as a practical matter, dispose of other non-party members' interests, or that would substantially impair or impede the non-parties' ability to protect their interests, by, for example, potentially exhausting the funds available from DEFENDANTS; and,
- (g) DEFENDANTS have acted or refused to act on grounds generally

1 applicable to the Class, making final injunctive relief appropriate for
2 the Class as a whole.

3 20. PLAINTIFF contemplates eventually issuing notice to the proposed Class
4 members that would set forth the subject and nature of the action. The DEFENDANTS' own
5 business records may be utilized for assisting to prepare and issue the contemplated notice. To
6 the extent that any further notices may be required, PLAINTIFF would contemplate using
7 additional media and/or mailings.

8 IV.

9 PAGA REPRESENTATIVE ALLEGATIONS

10 21. At all times herein set forth, PAGA provides that any provision of law under
11 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
12 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
13 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
14 brought on behalf of themselves and other current or former employees pursuant to
15 procedures outlined in Labor Code section 2699.3.

16 22. PAGA defines an "aggrieved employee" in Labor Code section 2699,
17 subdivision (c) as "any person who was employed by the alleged violator and against whom
18 one or more of the alleged violations was committed."

19 23. PLAINTIFFS and other current and former employees of DEFENDANTS are
20 "aggrieved employees" as defined by Labor Code section 2699, subdivision (c) in that they
21 are all Defendants' current or former employees and one or more of the alleged violations
22 were committed against them.

23 24. On October 28, 2021, PLAINTIFF provided written notice by online filing to the
24 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
25 Code alleged to have been violated, including facts and theories to support the alleged
26 violations, in accordance with Labor Code section 2699.3. PLAINTIFF's notice was
27 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
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1 Administrator confirmed receipt of PLAINTIFFS's written notice and assigned PLAINTIFF the
2 PAGA Case Number LWDA-CM-884321-22.

3 25. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
4 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties against
5 DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 511, 512,
6 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
7 regulations.

8 26. Labor Code section 558, subdivision (a) provides, "Any employer or other person
9 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
10 or any provision regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid.... (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid...." Labor Code section
15 558, subdivision (d) provides, "The civil penalties provided for in this section are in addition to
16 any other civil or criminal penalty provided by law."

17 27. DEFENDANTS, at all times relevant to this complaint, were employers or persons
18 acting on behalf of an employer(s) who violated PLAINTIFF's and other aggrieved employees'
19 rights by violating various sections of the CAL. LAB. CODE as set forth above.

20 28. As set forth below, DEFENDANTS have violated numerous provisions of both the
21 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
22 Order.

23 29. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision (a),
24 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and 558, PLAINTIFF, acting in the
25 public interest as a private attorneys general, seeks assessment and collection of civil penalties
26 for herself, all other aggrieved employees, and the State of California against DEFENDANTS
27 for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 558,
28 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable regulations.

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**V.
THE CONDUCT**

30. Kaiser Permanente International operates healthcare facilities in the State of California, including in Los Angeles and Ventura Counties. DEFENDANTS ASSIGNMENT AMERICA, LLC and CROSS COUNTRY HEALTHCARE, INC. provide staffing services for Kaiser Permanente International for its healthcare facilities in the State of California, including in Los Angeles and Ventura Counties.

31. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including but not limited to lab assistants and phlebotomists.

32. DEFENDANTS jointly employed PLAINTIFF from on or about October 2021, to on or about November 2021 as a lab assistant/phlebotomist at the Kaiser Permanente Woodland Hills location.

33. DEFENDANTS jointly employed PLAINTIFF from on or about November 2021, to the present, as a lab assistant/phlebotomist at the Kaiser Permanente’s MOB’s in Ventura County, California.

34. DEFENDANTS paid PLAINTIFF \$24 per hour. PLAINTIFF’s job duties included, among other things, drawing blood, collecting samples, and collecting co-payments from patients.

35. DEFENDANTS exercised complete and unfettered control over PLAINTIFF’s work schedules; her hours worked; her rate of pay and method of payment; dictated how PLAINTIFF would actually perform her job; and dictated if and when PLAINTIFF could take lunch or rest breaks. PLAINTIFF could not exercise discretion and independent judgment regarding the tasks she performed. PLAINTIFF had to obtain approval on any action taken in the course of working for DEFENDANTS. Additionally, DEFENDANTS did not pay PLAINTIFF a salary twice the state minimum wage for full-time employment. Therefore, under California Code of Regulations, title 8, section 11050, subdivision (1)(A), the provisions of the

1 applicable California Wage Order apply to PLAINTIFF, and PLAINTIFF was not an exempt
2 employee.

3 36. While employed by DEFENDANTS from approximately October 2021 to
4 November 2021, PLAINTIFF worked eight-hour shifts, five days per week at Kaiser
5 Permanente International's Woodland Hills location. During this time period, DEFENDANTS
6 frequently required PLAINTIFF to begin working, unpaid, for approximately 10 minutes before
7 her scheduled shift to open computer portals to begin performing her duties. During this time
8 period, DEFENDANTS also required PLAINTIFF to continue to work, unpaid, for
9 approximately 10 to 20 minutes after her scheduled shift to log out of computer portals, clean
10 her station, and stock supplies. DEFENDANT did not compensate PLAINTIFF for the time
11 worked before or after her scheduled shifts. Upon information and belief, DEFENDANTS did
12 the same to Class members and all aggrieved employees.

13 37. On approximately 10 occasions, DEFENDANTS provided PLAINTIFF with a
14 weeklong work schedule, only to revoke that schedule on a Saturday or Sunday immediately
15 prior to the workweek. This caused PLAINTIFF to cancel plans for alternative employment,
16 with no ability to regain employment during these time periods. DEFENDANT did not
17 reporting-time wages PLAINTIFF for these cancelled workweeks. Upon information and belief,
18 DEFENDANTS did the same to Class members and all aggrieved employees.

19 38. From approximately November 2021 to the present, DEFENDANTS required
20 PLAINTIFF to work at one MOB from 8:00 a.m. to 12:00 p.m., and then to drive to another
21 MOB and work from 1:00 p.m. to 5:00 p.m. DEFENDANTS paid PLAINTIFF for only eight
22 hours of work during this time and did not pay split-shift premiums for interrupted work periods
23 that were not bona fide rest or meal periods. Upon information and belief, DEFENDANTS did
24 the same to Class members and all aggrieved employees.

25 39. DEFENDANTS required PLAINTIFF to obtain various vaccinations, lab tests, and
26 physicals as a condition of her employment. DEFENDANTS did not pay PLAINTIFF for the
27 approximately eight hours spent obtaining various vaccinations, lab tests, and physicals. Upon
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1 information and belief, DEFENDANTS did the same to Class members and all aggrieved
2 employees.

3 40. DEFENDANTS required that PLAINTIFF, the Class, and all aggrieved employees,
4 work hours without paying compensation at the minimum wage.

5 41. DEFENDANTS required PLAINTIFF, the Class, and all aggrieved employees, to
6 work more than 8 hours in a day or more than forty 40 hours per week without proper overtime
7 compensation.

8 42. DEFENDANTS did not provide PLAINTIFF, the Class, and all aggrieved
9 employees with code-compliant 10- minute rest periods or thirty-minute meal periods.
10 DEFENDANTS failed to compensate PLAINTIFF, the Class, and all aggrieved employees, for
11 the missed rest periods or meal periods and, therefore, for the total hours worked. As a result,
12 PLAINTIFF, the putative Class, and all aggrieved employees did not receive accurate wage
13 statements from DEFENDANTS.

14 43. DEFENDANTS failed to reimburse PLAINTIFF, the Class, and all aggrieved
15 employees, for all necessary expenditures incurred in the employees' course and scope of
16 employment, including vehicle mileage and personal cell phone and cell phone plan usage.

17 44. DEFENDANTS failed to pay PLAINTIFF, the Class, and all aggrieved employees
18 all wages due upon termination of employment.

19 **FIRST CAUSE OF ACTION**
20 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
21 **DAMAGES**

22 **(Lab. Code, §§ 510, 1194, 1194.2 & 1198)**

23 **(By PLAINTIFF, on her own behalf, and on behalf of all employees similarly situated and**
24 **against all DEFENDANTS)**

25 45. PLAINTIFF repeats and re-alleges paragraphs 1 through 44, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 46. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
28 were the joint employers of PLAINTIFF, and the putative Class.

1 47. Labor Code section 510 provides that employees in California shall not be
2 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
3 additional compensation beyond their regular wages in amounts specified by law.

4 48. California Code of Regulations, title 8, section 11050, subdivision (3)(A)(3)
5 provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the
6 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and
7 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh
8 (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate
9 of pay for all hours worked in excess of 12 hours in any workday and for all hours worked
10 in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

11 49. Labor Code section 1194 establishes an employee's right to recover unpaid
12 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.
13 Section 1198 states that the employment of an employee for longer hours than those fixed
14 by the Industrial Welfare Commission is unlawful.

15 50. Labor Code section 1194.2 establishes an employee's right to recover
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
17 in an action for payment of a wage less than the minimum wage fixed by the Industrial
18 Welfare Commission or by statute.

19 51. At all times relevant hereto, PLAINTIFF and the putative Class worked more
20 than 8 hours in a workday and/or 40 hours in a workweek as employees of DEFENDANTS.
21 At all times relevant hereto, PLAINTIFF and the putative Class were paid on an hourly
22 basis.

23 52. At all times relevant hereto, DEFENDANTS failed to pay overtime
24 compensation to PLAINTIFF and the putative Class for the hours they worked in excess of
25 the maximum hours permissible by law as required by Labor Code sections 510, 1194, and
26 1198.

27 53. DEFENDANTS acted intentionally, oppressively, and maliciously toward
28 PLAINTIFF and the putative Class, with a conscious disregard of their rights, or the

1 consequences to them, with the intent of depriving them of property and legal rights and
2 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
3 overtime wages, PLAINTIFF and the putative Class have suffered, and will continue to
4 suffer, damages in the amounts which are presently unknown to them, but which exceed the
5 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

6 54. PLAINTIFF individually and on behalf of the putative Class seeks to recover
7 overtime wages according to proof, interest, as well as the assessment of all applicable
8 statutory penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or
9 other statutes. PLAINTIFF individually and on behalf of the putative Class also seeks to
10 recover liquidated damages as provided by Labor Code section 1194.2, and reasonable
11 attorneys' fees and costs.

12 **SECOND CAUSE OF ACTION**
13 **FOR FAILURE TO PAY MINIMUM WAGES, SPLIT-SHIF PREMIUMS, AND**
14 **LIQUIDATED DAMAGES**
15 **(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit.**
16 **8, § 11050)**
17 **(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and**
18 **against all DEFENDANTS)**

19 55. PLAINTIFF repeats and re-alleges paragraphs 1 through 54, inclusive, of this
20 Complaint and they are incorporated herein by this reference.

21 56. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay
22 employees the minimum wage fixed by the California Industrial Welfare Commission. The
23 payment of a lesser wage than the minimum so fixed is unlawful.

24 57. Compensable work time is defined in Industrial Wage Order No. 5 as "the
25 time during which an employee is subject to the control of an employer, and includes all
26 the time the employee is suffered or permitted to work, whether or not required to do so."
27 (Cal. Code Regs., tit. 8, § 11050, subd. (2)(K) [defining "Hours Worked"].)
28

1 58. Labor Code section 1194 establishes an employee’s right to recover unpaid
2 wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

3 59. Labor Code section 1194.2 establishes an employee’s right to recover
4 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
5 in an action for payment of a wage less than the minimum wage fixed by the Industrial
6 Welfare Commission or by statute.

7 60. At all times relevant hereto, DEFENDANTS paid PLAINTIFF and the
8 putative Class on an hourly basis. PLAINTIFF and the putative Class did not reside at the
9 place of employment.

10 61. DEFENDANTS failed to properly pay PLAINTIFF and the putative Class for
11 all hours worked at the legal minimum wage.

12 62. DEFENDANTS did not pay split-shift premiums for interrupted work periods
13 that were not bona fide rest or meal periods.

14 63. DEFENDANTS acted intentionally, oppressively, and maliciously toward
15 PLAINTIFF and the putative Class, with a conscious disregard of their rights, or the
16 consequences to them, with the intent of depriving them of property and legal rights and
17 otherwise causing them injury. By virtue of DEFENDANTS’ unlawful failure to pay
18 wages, PLAINTIFF and the putative Class have suffered, and will continue to suffer
19 damages in an amount that is presently unknown to them, but which exceeds the
20 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

21 64. PLAINTIFF individually and on behalf of the putative Class seeks to recover
22 minimum wages according to proof, interest, and the assessment of all applicable statutory
23 penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or other
24 statutes. PLAINTIFF individually and on behalf of the putative Class also seeks to recover
25 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys’
26 fees and costs.

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THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)

**(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and
against all DEFENDANTS)**

65. PLAINTIFF repeats and re-alleges paragraphs 1 through 64, inclusive, of this Complaint and they are incorporated herein by this reference.

66. Labor Code sections 226.7 and 512, and California Code of Regulations, title 8, section 11050, subdivision (11)(A) provide that an employee who works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal period of at least 30 minutes if he or she works more than 10 hours in a workday.

67. Labor Code section 226.7 and California Code of Regulations, title 8, section 11050, subdivision (11)(B) provide that if an employer fails to provide an employee a meal period in accordance with the section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

68. At all times relevant hereto, PLAINTIFF and the putative Class worked more than five hours in a workday for DEFENDANTS.

69. At all times relevant hereto, PLAINTIFF and the putative Class worked more than 10 hours in a workday for DEFENDANTS.

70. DEFENDANTS routinely failed to provide PLAINTIFF and the putative Class with compliant 30-minute meal periods during shifts in excess of 5 hours and compliant second meal periods of at least 30 minutes during shifts in excess of 10 hours. When meal periods were provided, they were shorter in duration than 30 minutes or were interrupted. DEFENDANTS effectively maintained control over PLAINTIFF and the putative Class during the meal periods that were provided. On each day where a compliant 30-minute meal period was not provided to PLAINTIFF and the putative Class,

1 DEFENDANTS failed to pay PLAINTIFF and the putative Class one additional hour of pay
2 at PLAINTIFF’S’ and the putative Class’ regular rates of pay.

3 71. DEFENDANTS intentionally and improperly denied meal periods to
4 PLAINTIFF and the putative Class, in violation of Labor Code sections 226.7 and 512 and
5 California Code of Regulations, title 8, section 11050, subdivision (11)(A) and other
6 regulations and statutes.

7 72. By virtue of the DEFENDANTS’ unlawful failure to provide meal periods to
8 PLAINTIFF and the putative Class, PLAINTIFFS and the putative Class have suffered and
9 will continue to suffer damages in amounts that are presently unknown to PLAINTIFF and
10 the putative Class, but which exceed the jurisdictional limits of the court, and which will be
11 ascertained according to proof at trial.

12 73. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
14 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
15 toward PLAINTIFF and the putative Class with a conscious disregard of their rights, or the
16 consequences to PLAINTIFF and the putative Class, with the intent of depriving
17 PLAINTIFF and the putative Class of property and legal rights and otherwise causing
18 PLAINTIFF and the putative Class injury.

19 74. PLAINTIFF individually and on behalf of the putative Class seeks to recover
20 meal-period compensation according to proof, interest, and all applicable statutory
21 penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or other
22 statutes, and reasonable attorneys’ fees and costs.

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FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)

**(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and
against all DEFENDANTS)**

75. PLAINTIFF repeats and re-allege paragraphs 1 through 74, inclusive, of this Complaint and they are incorporated herein by this reference.

76. Labor Code section 226.7 and California Code of Regulations, title 8, section 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction thereof, of work.

77. Labor Code section 226.7 and California Code of Regulations, title 8, section 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with rest periods in accordance with those statutes, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

78. The Wage Order provides a separate remedy for violations of meal period requirements and violations of rest-period requirements. and section 226.7 allows recovery of up to two premium payments per workday – one for each type of violation. (*United Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

79. At all times relevant hereto, PLAINTIFF and the putative Class worked more than four hours in a workday for DEFENDANTS.

80. At all times relevant hereto, DEFENDANT failed to provide rest periods to PLAINTIFF and the putative Class as required by Labor Code section 226.7 and California Code of Regulations, title 8, section 11050, subdivision (12)(A).

81. DEFENDANTS did not provide PLAINTIFF and the putative Class with a 10-minute net rest period for every 4 hours or major fraction thereof worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were interrupted, or

1 were not provided every 4 hours or major fraction thereof worked. DEFENDANTS
2 effectively maintained control over PLAINTIFF and the putative Class during rest periods
3 that were provided. On each day where compliant 10-minute rest periods were not provided
4 to PLAINTIFF and the putative Class, DEFENDANTS failed to pay PLAINTIFF and the
5 putative Class one additional hour of pay at their regular rates of pay.

6 82. DEFENDANTS have intentionally and improperly denied rest periods to
7 PLAINTIFF and the putative Class in violation of Labor Code sections 226.7 and 512 and
8 California Code of Regulations, title 8, section 11050, subdivision (12)(A).

9 83. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
10 the PLAINTIFF and the putative Class, PLAINTIFF and the putative Class have suffered
11 and will continue to suffer damages in amounts that are presently unknown to PLAINTIFF
12 and the putative Class, but which exceed the jurisdictional limits of the court, and which
13 will be ascertained according to proof at trial.

14 84. PLAINTIFF is informed and believes, and based upon that information and
15 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF and the
16 putative Class were entitled to rest periods and purposely elected not to provide rest
17 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
18 PLAINTIFF and the putative Class, with a conscious disregard of their rights or the
19 consequences to PLAINTIFF and the putative Class, with the intent of depriving
20 PLAINTIFF and the putative Class of property and legal rights and otherwise causing
21 PLAINTIFF and the putative Class injury.

22 85. PLAINTIFF individually and on behalf of the putative Class seeks to recover
23 rest-period compensation according to proof, interest, and all applicable statutory penalties
24 against DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes, and
25 reasonable attorneys' fees and costs.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PAY REPORTING TIME PAY AND LIQUIDATED DAMAGES
(Lab. Code, § 1198 and 8 Cal. Code Regs., tit. 8, § 11050)
(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and against all DEFENDANTS)

86. PLAINTIFF repeats and re-alleges paragraphs 1 through 85, inclusive, of this Complaint and they are incorporated herein by this reference.

87. Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

88. California Code of Regulations, title 8, section 11050, subdivision (5)(A) provides, “Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

89. The purpose of the reporting time regulation is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556, 572.)

90. Labor Code section 1194.2 further establishes an employee’s right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

91. At all times relevant hereto, PLAINTIFF and the putative Class were paid by DEFENDANTS on an hourly basis. Additionally, PLAINTIFF and the putative Class did not reside at the place of employment.

1 92. During PLAINTIFF’S and the Putative Class’ employment, DEFENDANTS
2 failed to pay PLAINTIFF and the putative Class’ reporting time pay when DEFENDANTS
3 scheduled PLAINTIFF and the putative Class for a shift and then abruptly took away that
4 shift on the preceding days. .

5 93. DEFENDANTS would cause PLAINTIFF and the putative Class to cancel
6 plans for alternative employment, with no ability to regain employment during these time
7 periods. In these instances, DEFENDANTS would not pay PLAINTIFF’s and the putative
8 Class’ wages for half of their scheduled shifts.

9 94. DEFENDANTS acted intentionally, oppressively, and maliciously toward
10 PLAINTIFF and the putative Class, with a conscious disregard of them, or the
11 consequences to them, with the intent of depriving them of property and legal rights and
12 otherwise causing them injury. By virtue of DEFENDANTS’ unlawful failure to pay
13 reporting-time wages, PLAINTIFF and the putative Class have suffered and will continue
14 to suffer damages in an amount that is presently unknown to them, but which exceeds the
15 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

16 95. PLAINTIFF seeks to recover reporting-time wages according to proof, interest,
17 and all applicable statutory penalties against DEFENDANTS in a sum as provided by the
18 Labor Code and/or other statutes. PLAINTIFF also seeks to recover of liquidated damages
19 as provided by Labor Code section 1194.2, and reasonable attorneys’ fees and costs.

20 **SIXTH CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
22 **MAINTAIN ACCURATE PAYROLL RECORDS**

23 **(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)**

24 **(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and**
25 **against all DEFENDANTS)**

26 96. PLAINTIFF re-alleges paragraphs 1 through 95, inclusive, of this Complaint and
27 they are incorporated herein by this reference.
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1 97. Labor Code section 226, subdivision (a) requires employers to provide non-
2 exempt employees with detailed and accurate wage statements (*i.e.* “pay stubs”).
3 Specifically, the statute provides:

4 Every employer shall, semimonthly or at the time of each payment of
5 wages, furnish each of his or her employees, either as a detachable
6 part of the check, draft, or voucher paying the employee’s wages, or
7 separately when wages are paid by personal check or cash, an
8 accurate itemized statement in writing showing (1) gross wages
9 earned, (2) total hours worked by the employee, except for any
10 employee whose compensation is solely based on a salary and who is
11 exempt from payment of overtime under subdivision (a) of Section
12 515 or any applicable order of the Industrial Welfare Commission,
13 (3)) the number of piece-rate units earned and any applicable piece
14 rate if the employee is paid on a piece-rate basis, (4) all deductions,
15 provided that all deductions made on written orders of the employee
16 may be aggregated and shown as one item, (5) net wages earned, (6)
17 the inclusive dates of the period for which the employee is paid, (7)
18 the name of the employee and only the last four digits of his or her
19 social security number or an employee identification number other
20 than a social security number, (8) the name and address of the legal
21 entity that is the employer and, if the employer is a farm labor
22 contractor, as defined in subdivision (b) of Section 1682, the name
23 and address of the legal entity that secured the services of the
24 employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly
26 rate by the employee and, beginning July 1, 2013, if the employer is a
27 temporary services employer as defined in Section 201.3, the rate of
28 pay and total hours worked for each temporary services assignment.

18 98. Labor Code section 226, subdivision (e) provides that for each violation of
19 subdivision (a), an employee is entitled to recover the greater of all actual damages or
20 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
21 and \$100 for each subsequent violation, up to a maximum of \$4,000.

22 99. Labor Code section 1174, subdivision (d) provides, “Every person employing
23 labor in this state shall...[k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the
26 hours worked daily by and the wages paid to, and the number of piece-rate units earned by
27 and any applicable piece rate paid to, employees employed at the respective plants or
28 establishments....”

1 100. Labor Code section 1174.5 provides that employers are subject to a \$500
2 civil penalty if they fail to maintain accurate and complete records as required by section
3 1174(d).

4 101. DEFENDANTS intentionally failed to furnish to PLAINTIFFS and the
5 putative Class, upon the payment of wages, itemized wage statements in conformity with
6 Labor Code section 226. The wage statements failed to accurately reflect PLAINTIFF's and
7 the putative Class' hours worked, including overtime wages, minimum wages, split shift
8 premium wages, reporting time wages, missed meal periods, missed rest periods, and failed
9 to state the correct rate of pay.

10 102. PLAINTIFF and the putative Class were damaged by these failures because,
11 among other things, the failures led PLAINTIFF and the putative Class to believe that they
12 were not entitled to be paid for all hours worked even though they were so entitled, and
13 because these failures hindered PLAINTIFF and the putative Class from determining the
14 amounts of wages owed to them.

15 103. PLAINTIFF is also informed and believes, and based upon that information
16 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
17 showing the daily hours PLAINTIFF and the putative Class worked and the wages that
18 should have been paid as a result of failing to record hours that PLAINTIFF and the
19 putative Class worked, as well as PLAINTIFF's and the putative Class' missed meal
20 periods and rest periods.

21 104. PLAINTIFF individually and on behalf of the putative Class seeks to recover
22 damages, penalties, and interest under Labor Code sections 226, 1174, and 1198, and
23 reasonable attorneys' fees and costs.

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SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

(Lab. Code, § 203)

**(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and
against all DEFENDANTS)**

105. PLAINTIFF re-alleges paragraphs 1 through 104, inclusive, of this Complaint and they are incorporated herein by this reference.

106. Labor Code section 201, subdivision (a) provides that a discharged employee's unpaid wages are due and payable immediately. Under Labor Code section 202, subdivision (a), when an employee not having a written contract for a definite period is terminated, his or her wages become immediately due and payable.

107. Labor Code section 203, subdivision (a) provides, "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

108. PLAINTIFF and the putative Class did not have a written contract for definite terms of employment. DEFENDANTS discharged PLAINTIFF and members of the putative Class from their employment within the applicable statute of limitations. DEFENDANTS willfully failed to pay PLAINTIFF and members of the putative Class the wages due to them—without abatement or reduction.

109. Under Labor Code section 203, PLAINTIFF and members of the putative Class are entitled to one day's wages for each day they were not timely paid all wages due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay overtime wages owed, minimum wages owed, meal period wages owed, rest period wages owed, and reporting-time wages owed, PLAINTIFF individually and on behalf of members of the putative Class seeks to recover 30 days' wages and applicable penalties. PLAINTIFF

1 individually and on behalf of the putative Class also seeks reasonable attorneys' fees and
2 costs.

3 **EIGHTH CAUSE OF ACTION**
4 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(Lab. Code, §§ 2800 & 2802)**

6 **(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated and**
7 **against all DEFENDANTS)**

8 110. PLAINTIFF re-alleges paragraphs 1 through 109, inclusive, of this Complaint and
9 they are incorporated herein by this reference.

10 111. Under the applicable IWC Wage Order 5-2001 (as amended),
11 DEFENDANTS were the joint employers of PLAINTIFF and the putative Class.

12 112. Labor Code sections 2800 and 2802 provide that an employer must reimburse
13 employees for all necessary expenditures incurred in an employee's course and scope of
14 employment.

15 113. PLAINTIFF and the putative Class incurred necessary business-related
16 expenses and costs that were not fully reimbursed by DEFENDANTS.

17 114. Necessary unreimbursed business-related expenses included but were not limited
18 to including vehicle mileage and personal cell phone and cell phone plan usage.

19 115. DEFENDANTS intentionally and willfully failed to fully reimburse
20 PLAINTIFF and the putative Class for necessary business-related expenses and costs in
21 violation of Labor Code sections 2800 and 2802.

22 116. Under Labor Code sections 2800 and 2802, PLAINTIFF on her own behalf
23 and on behalf of the putative Class seeks to recover their business-related expenses
24 incurred during the course and scope of their employment with DEFENDANTS, plus
25 interest and penalties. Labor Code sections 2800 and 2802 also seeks reasonable attorneys'
26 fees and costs.

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NINTH CAUSE OF ACTION
FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558
(Lab. Code, § 558)

**(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated
and against all DEFENDANTS)**

117. PLAINTIFF re-alleges paragraphs 1 through 116, inclusive, of this Complaint and they are incorporated herein by this reference.

118. Labor Code section 558, subdivision (a) provides, “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Section 558, subdivision (d) provides, “The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

119. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF and the putative Class by violating various sections of the Labor Code. PLAINTIFF on her own behalf and on behalf of the putative Class seeks the remedies set forth in Labor Code section 558, and reasonable attorneys’ fees and costs.

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TENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
(Bus. & Prof. Code, § 17200 et seq.)

**(By PLAINTIFF on her own behalf and on behalf of all employees similarly situated
and against all DEFENDANTS)**

120. PLAINTIFF re-alleges paragraphs 1 through 119, inclusive, of this Complaint and they are incorporated herein by this reference.

121. Each of the DEFENDANTS is a “person” as that term is defined under Business and Professions Code section 17021.

122. Business and Professions Code section 17200 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful practices by, among other violations, failing to pay overtime wages to PLAINTIFF and the putative Class, failing to pay minimum wages and split-shift premiums to PLAINTIFF and the putative Class, failing to provide compliant meal and rest periods to PLAINTIFF and the putative Class, failing to pay reporting-time wages to PLAINTIFF and the putative Class, failing to provide accurate wage statements to PLAINTIFF and the putative Class, failing to provide reimbursement of necessary business expenses to PLAINTIFF and the putative Class, and failing to provide wages due upon termination of employment to PLAINTIFFS, and members of the putative Class, under the applicable Labor Code and Industrial Welfare Commission requirements in violation of Business and Professions Code section 17200 et seq., and have thereby deprived PLAINTIFF and the putative Class of fundamental rights and privileges.

123. By and through the unfair and unlawful business practices described herein, DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF and the putative Class and have deprived them of valuable rights and benefits guaranteed by law, all to the detriment of PLAINTIFF and the putative Class.

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124. All the acts described herein are violations of, among other things, the Labor Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business and Professions Code section 17200 et seq.

125. PLAINTIFF and the putative Class are entitled to and seek such relief as may be necessary to restore to them the money and property that DEFENDANTS have acquired, or of which PLAINTIFF and the putative Class have been deprived by means of the above-described unfair and unlawful business practices.

126. PLAINTIFF and the putative Class are further entitled to seek a declaration that the above-described business practices are unfair and unlawful and that an injunctive relief should be issued restraining DEFENDANTS from engaging in any of the above-described unfair and unlawful business practices in the future.

127. PLAINTIFF and the putative Class have no plain, speedy, and/or adequate remedy at law to redress the injuries that they have suffered as a consequence of DEFENDANTS’ unfair and unlawful business practices. As a result of the unfair and unlawful business practices described above, PLAINTIFF and the putative Class have suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained from continuing to engage in these unfair and unlawful business practices. In addition, DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF and the putative Class.

ELEVENTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 et seq.)

(By PLAINTIFF, on Her Behalf, and as Private Attorney General for all Aggrieved Employees, and Against All DEFENDANTS)

128. PLAINTIFF re-alleges paragraphs 1 through 127, inclusive, of this Complaint and they are incorporated herein by this reference.

1 129. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
2 expressly establishes that any provision of the Labor Code which provides for a civil penalty to
3 be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any
4 of its departments, divisions, commissions, boards, agencies or employees for a violation of the
5 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
6 behalf of himself or herself, and other current or former employees.

7 130. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
8 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
9 authorized to exercise the same discretion, subject to the same limitations and conditions, to
10 assess a civil penalty.

11 131. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
12 employees, are “aggrieved employees” as defined by Labor Code section 2699 in that they are
13 all current or former employees of DEFENDANTS, and one or more of the alleged violations
14 was committed against them.

15 132. PLAINTIFF asserts all of her claims in this Complaint on her own behalf and on
16 behalf of all aggrieved employees in her capacity as a Private Attorneys General, and seeks all
17 statutory penalties available under Labor Code sections 2698-2699.

18 133. On May 17, 2022, PLAINTIFF gave written notice by certified mail to and
19 Defendants ASSIGNMENT AMERICA, LLC and CROSS COUNTRY HEALTHCARE, INC.,
20 of the specific code provisions alleged to have been violated, as required by CAL. LAB. CODE §
21 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice” to the Labor and
22 Workforce Development Agency (“LWDA”) through its online portal. PLAINTIFFS’s PAGA
23 Notice Letter and LWDA Claim Submissions indicated that she, “as an aggrieved employee, on
24 her own behalf and on behalf of other aggrieved employees of Assignment America, LLC,
25 Cross Country Healthcare, Inc., Kaiser Permanente International; and any other affiliated entity
26 (collectively referred to herein as “**Kaiser**”), intends to avail herself of the protections granted
27 by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (Lab.
28 Code, CAL. LABOR CODE §2698 et seq.).” The statutory waiting period for DENISE LAI to add

these allegations to the Complaint has expired. As a result, under Labor Code section 2699.3, DENISE LAI, on behalf of himself and all aggrieved employees, may now commence a representative civil action under Labor Code section 2699 as the proxy of the State of California.

134. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the Labor Code, including, but not limited to, the following:

135. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF, and other aggrieved employees;

136. Violations of Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;

137. Violations of Labor Code sections 1194.2, 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay split shift premium wages and liquidated damages to PLAINTIFF, and other aggrieved employees;

138. Violations of Labor Code sections 1194.2 and 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay reporting time wages and liquidated damages to PLAINTIFF, and other aggrieved employees;

139. Violations of Labor Code sections 226.7 and 512, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;

140. Violations of Labor Code sections 226.7 and 512, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;

141. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;

143. Violations of Labor Code section 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees;

144. Therefore, PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, can and hereby does seek recovery of all civil penalties as prescribed by Labor Code sections 2698-2699, the Private Attorneys General Act of 2004, as a representative of the State of California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by DEFENDANTS.

WHEREFORE, PLAINTIFF, individually, and on behalf of the putative Class, pray for judgment against each Defendant, jointly and severally, as follows:

- (a) For overtime wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit and attorneys' fees.

- (a) For minimum wage compensation, split shift premium wage compensation, and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

- (a) For reporting time compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

4. ON THE THIRD, FOURTH, SIXTH, SEVENTH, AND EIGHTH CAUSES OF ACTION:

(a) For compensatory damages, including lost wages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

5. ON THE NINTH CAUSE OF ACTION:

(a) For statutory penalties, interest, costs of suit and attorneys' fees.

6. ON THE TENTH CAUSE OF ACTION:

(a) For restitution and disgorgement;

(b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper; and,

(c) For other injunctive relief ordering DEFENDANTS to notify Plaintiffs and the Class that they have not been paid the proper amounts required in accordance with California law.

7. ON THE ELEVENTH CAUSE OF ACTION:

(a) That the Court declare, adjudge and decree that DEFENDANTS violated the following CAL. LAB. CODE provisions as to PLAINTIFF and/or other aggrieved employees:

1. Labor Code sections 510, 1194, 1194.2, and 1198 for DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF, and other aggrieved employees;
2. Labor code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay minimum wages and

1 liquidated damages to PLAINTIFF, and other aggrieved
2 employees;

3 3. Labor Code sections 1194.2, 1198 and California Code of
4 Regulations, title 8, section 11050 for DEFENDANTS' failure
5 to pay split shift premium wages and liquidated damages to
6 PLAINTIFF, and other aggrieved employees;

7 4. Labor Code sections 1194.2, 1198 and California Code of
8 Regulations, title 8, section 11050 for DEFENDANTS' failure
9 to pay reporting time wages and liquidated damages to
10 PLAINTIFF, and other aggrieved employees;

11 5. Labor Code sections 226.7 and 512, and California Code of
12 Regulations, title 8, section 11050 for DEFENDANTS' failure
13 to provide meal periods to PLAINTIFF, and other aggrieved
14 employees;

15 6. Labor Code sections 226.7 and 512, and California Code of
16 Regulations, title 8, section 11050 for DEFENDANTS' failure
17 to provide rest periods to PLAINTIFF, and other aggrieved
18 employees;

19 7. Labor Code sections 226, subdivision (a), 1174, subdivision
20 (d), and 1198 for DEFENDANTS' failure to provide accurate
21 itemized wage statements to PLAINTIFF, and other aggrieved
22 employees and to maintain accurate payroll records for
23 PLAINTIFF and other aggrieved employees;

24 8. Labor Code sections 2800 and 2802 for DEFENDANTS'
25 failure to reimburse necessary business expenses to
26 PLAINTIFF, and other aggrieved employees; and,

27 9. Labor Code section 203 for DEFENDANTS' failure to timely
28 pay wages to PLAINTIFF, and other aggrieved employees,

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- (b) For civil penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, 6400, subdivision (a), 6401, 6401.7, 6402, 6403, and 6404;
- (c) For attorneys’ fees and costs under Labor Code section 2699, subdivision (g)(1), and any and all other relevant statutes, for Defendant’s violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802;
- (d) For pre-judgment and post-judgment interest as provided by law; and
- (e) For such other and further relief as the Court may deem equitable and appropriate.

8. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys’ fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

Dated: July 28, 2022 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiffs and the putative Class

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DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: July 28, 2022

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
*Attorneys for Plaintiff and the putative
Class*