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on behalf of herself and others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF STANISLAUS**

12 CLAUDIA NUNEZ, an individual on behalf
of herself and all others similarly situated,

13 Plaintiff,

14 vs.

15 INDEPENDENT PHYSICIAN
ASSOCIATES MEDICAL GROUP, INC
16 dba ALLCARE PHYSICIANS, a California
Corporation; INDEPENDENT PHYSICIAN,
17 a business entity of unknown form;
ALLCARE, a business entity of unknown
18 form; and DOES 1 through 50, inclusive,

19 Defendants.

Case No.: CV-25-001472

CLASS ACTION

Assigned for All Purposes To:
Hon. John D. Freeland
Dept.: 23

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 203;
7. Violation of Labor Code § 204;
8. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
9. Failure to Reimburse Necessary Business Expenses § 2802;
10. Violation of Business & Professions Code § 17200 *et seq*; and
11. Penalties under PAGA, Labor Code § 2698

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Plaintiff CLAUDIA NUNEZ (“Plaintiff”) brings this action on behalf of herself and
3 the Class Members who are defined as “all current and former employees within the State of
4 California who, at any time from four (4) years prior to the filing of this lawsuit, are or were
5 employed as non-exempt hourly employees by INDEPENDENT PHYSICIAN ASSOCIATES
6 MEDICAL GROUP, INC dba ALLCARE PHYSICIANS, a California Corporation (“Defendant
7 Independent Physician Associates”); INDEPENDENT PHYSICIAN, a business entity of unknown
8 form (“Defendant Independent Physician”); ALLCARE, a business entity of unknown form
9 (“Defendant AllCare”);and/or DOES 1 through 50, inclusive” (all Defendants being collectively
10 referred to herein as “Defendants”).

11 2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the
12 California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the
13 California Business & Professions Code, and seeks redress for these violations.

14 3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared
15 similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3)
16 endured similar violations at the hands of Defendants as the other Class Members who served in
17 similar and related positions.

18 **THE PARTIES**

19 **A. The Plaintiff**

20 4. Plaintiff CLAUDIA NUNEZ resides in California, during the time period relevant to
21 this Complaint, and was employed by Defendants as a non-exempt hourly employee within the State
22 of California.

23 **B. The Defendants**

24 5. Defendant Independent Physician Associates is a California Corporation with its
25 principal place of business in Stanislaus, California and is registered with the California Secretary
26 of State. Defendant Independent Physician Associates has been the employer listed on the wage
27 statements and employment records issued to Plaintiff during the relevant time period that Plaintiff
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1 was employed with Defendants. Defendant Independent Physician Associates employs Plaintiff and
2 the Class Members in California, including at Defendants' offices and facilities in Stanislaus,
3 California, and throughout California, and conducts business throughout California.

4 6. Defendant Independent Physician is business entity of unknown form. Defendant
5 Independent Physician has been the employer listed on the wage statements and employment records
6 issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants.
7 Defendant Independent Physician employs Plaintiff and the Class Members in California, including
8 at Defendants' offices and facilities in Stanislaus, California, and throughout California, and
9 conducts business throughout California.

10 7. Defendant AllCare is business entity of unknown form. Defendant AllCare has been
11 the employer listed on the wage statements and employment records issued to Plaintiff during the
12 relevant time period that Plaintiff was employed with Defendants. Defendant AllCare employs
13 Plaintiff and the Class Members in California, including at Defendants' offices and facilities in
14 Stanislaus, California, and throughout California, and conducts business throughout California.

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

23 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
25 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
26 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
27 respects as the employers or joint employers of Class Members. Defendants, and each of them,
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1 exercised control over the wages, hours or working conditions of Class Members, or suffered or
2 permitted Class Members to work, or engaged, thereby creating a common law employment
3 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
4 employed Class Members.

5 10. Whenever and wherever reference is made in this Complaint to any act by a
6 Defendant or Defendants, such allegations and references shall also be deemed to mean the acts and
7 failures to act of each Defendant acting individually, jointly, and severally.

8 11. Whenever and wherever reference is made to individuals who are not named as a
9 Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants,
10 such individuals at all relevant times acted on behalf of Defendants within the scope of their
11 employment.

12 **JURISDICTION AND VENUE**

13 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
15 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
16 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant
17 to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
18 liabilities giving rise to this lawsuit occurred in part in Stanislaus County. Defendants maintain and
19 operate facilities in Stanislaus County and employs Plaintiff and other Class Members in Stanislaus
20 County, while doing business throughout California.

21 **FACTUAL BACKGROUND**

22 13. Class Members consistently worked at Defendants behest without being paid all
23 wages due. Class Members were either not paid by Defendants for all hours worked or were not
24 paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants
25 failed to pay Class Members all wages due and owing, including by requiring off the clock work,
26 unlawfully rounding time worked to their detriment, failing to provide meal and rest breaks, failing
27 to furnish accurate wage statements, failing to timely pay wages including final wages, failing to
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1 maintain accurate records, and failing to reimburse necessary business expenses all in violation of
2 various provisions of the California Labor Code and applicable Wage Orders.

3 14. During the course of Class Members' employment with Defendants, Class Members
4 were not paid all wages they were owed. Class Members were required to perform pre-shift and
5 post-shift off the clock work which they were not compensated for despite being subject to
6 Defendants' control. Specifically, Class Members were required to finish work assignments while
7 off the clock. Furthermore, Class Members were required to work through portions of their meal periods
8 while they were off the clock and were not paid for this time. Defendants also contacted Class Members
9 on their personal cell phones with work demands outside of scheduled work hours, and Class Members
10 were not paid for this time.

11 15. Moreover, Defendants had a consistent policy and practice of unlawfully rounding
12 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
13 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
14 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-
15 minute time increment), and generally did so to the detriment of the Class Members, and Plaintiff
16 contends this policy is not neutral and resulted, over time, to the detriment of the Class Members by
17 systematically under-compensating them. Rather than reflecting the actual hours worked by Class
18 Members, the time entries were rounded and reduced to reflect the scheduled work time rather than
19 the actual hours worked. These unlawfully rounded time entries were inputted into Defendants'
20 payroll system from which wage statements and payroll checks were created.

21 16. By implementing policies, programs, practices, procedures and protocols which
22 resulted in off the clock work, and unlawful rounding, Defendants' willful actions resulted in the
23 systematic underpayment of wages to Class Members, including underpayment of overtime pay to
24 Class Members over the relevant time period. For example, the above described off the clock work
25 caused Plaintiff and Class Members to begin receiving overtime pay later than they should have.

26 17. As a result of the above-described requirements to work off the clock, unlawful
27 rounding, and the other wage violations they endured at Defendants' hands, Class Members were
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1 not properly paid all wages earned and all wages owed to them by Defendants, including when
2 working more than eight (8) hours in any given day and/or more than forty (40) hours in any given
3 week.

4 18. As a result of Defendants' unlawful policies and practices, Class Members incurred
5 overtime hours worked for which they were not adequately and completely compensated, in addition
6 to the hours they were required to work off the clock. To the extent applicable, Defendants also
7 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
8 of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the
9 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
10 the Labor Code and applicable IWC Wage Orders.

11 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
12 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
13 all hours worked, and failing to pay minimum wages for all time worked, as required by California
14 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
15 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
16 actual times when Class Members were under the control and direction of Defendants was under
17 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
18 resulted in the systematic underpayment of wages to Class Members, including underpayment of
19 overtime pay to Class Members over a period of time.

20 20. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
21 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
22 all hours worked. Also, from at least four (4) years prior to the filing of this lawsuit and continuing
23 to the present, Defendants also had a consistent policy or practice of failing to pay Class Members
24 their true and correct overtime compensation at premium overtime rates for all hours worked in
25 excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours
26 worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
27 sections of IWC Wage Orders.

1 21. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
2 meal periods and all the legally required paid, off-duty rest periods to Class Members, as required
3 by the applicable Wage Order and Labor Code. Class Members were required to perform work as
4 ordered by Defendants for more than five (5) hours during a shift but were often required to do so
5 without receiving a lawful and timely meal break. In addition to untimely meal periods, Defendants
6 also required Class Members to respond to work demands. Defendants placed their needs over Class
7 Members lawful meal and rest breaks, and this resulted in Class Members often having to work
8 through their scheduled meal and/or rest breaks, or otherwise taking shortened ones, because the
9 demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off
10 duty meal and/or rest break.

11 22. On the occasions when Class Members worked over 10 hours in a shift, Defendants
12 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a
13 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid meal
14 periods and all the legally required off-duty, paid rest periods is and will be evidenced by
15 Defendants' business records, or lack thereof. Defendants also failed to pay Class Members
16 "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each
17 meal period or rest break that Defendants failed to provide or deficiently provided.

18 23. Therefore, for at least four years prior to the filing of this action and through to the
19 present, Defendants have regularly required Class Members to work shifts in excess of five (5) hours
20 without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and
21 shifts in excess of (10) hours without providing them with second meal periods of not less than thirty
22 minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of wages at each
23 Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide
24 or deficiently provided.

25 24. Meal period violations thus occurred in one or more of the following manners:

- 26 (a) Class Members were not provided full thirty-minute duty free meal periods
27 for work days in excess of five (5) hours and were not compensated one (1)
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hour's wages in lieu thereof, all in violation of, among others, Labor Code
§§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
Order(s);

- (b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during a shift; and
- (e) Class Members were restricted in their ability to take a full thirty-minute meal period.

25. Class Members were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have consistently failed to provide Class Members with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

26. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Class Members were not authorized and permitted to take timely rest

1 periods for every four hours worked, or major fraction thereof; and

2 (c) Class Members were required to remain on-duty during rest periods or
3 otherwise had their rest periods interrupted by work demands.

4 27. Defendants also consistently failed to issue accurate itemized wage statements as
5 required by Labor Code § 226(a). Specifically, Labor Code § 226(a)(8) requires wage statements to
6 include the name and address of the legal entity that is the employer. The wage statements provided
7 to Class Members failed to include the correct name of the legal entity that is the employer. Thus,
8 the wage statements Defendants provided to Class Members do not comply with Labor Code §
9 226(a)(8). The wage statements given to Class Members failed to accurately account for unpaid
10 wages and overtime because Defendants under-reported Class Members' actual hours worked due to
11 the off the clock work and unlawfully rounded time entries to the detriment of Class Members.
12 Additionally, the wage statements given to Class Members failed to accurately account for premium
13 pay for deficiently provided meal periods and rest breaks. Thus, the wage statements do not provide
14 accurate hourly rates for overtime and the statements do not comply with Labor Code § 226(a)(9).

15 28. From at least four (4) years prior to filing this lawsuit and continuing to the present,
16 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members
17 at the time of their termination or within seventy-two (72) hours of their resignation, as required by
18 California wage-and-hour laws. Specifically, Class Members were not paid all regular and overtime
19 wages because Defendants failed to pay for all hours worked by requiring off the clock work, and
20 by unlawfully rounding to the detriment of Class Members. Additionally, Defendants failed to pay
21 premium wages owed for unprovided meal periods and rest periods, as further detailed in this
22 Complaint. Defendants' failure to pay said wages within the required time was willful within the
23 meaning of Labor Code § 203.

24 29. Additionally, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants have regularly required Plaintiff to incur business expenses in
26 the course of performing her required job duties for Defendants, including for cell phone expenses
27 and internet expenses. Upon information and belief, Class Members incurred similar costs. These
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1 expenses incurred by Plaintiff and Class Members were necessary and required of them in
2 performing their assigned job duties, but Defendants failed to reimburse Plaintiff and Class
3 Members for all such necessary expenditures, thus entitling them to reimbursement according to
4 proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

5 30. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,
6 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1,
7 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 *et seq.*, 2802, 2926 and
8 California Code of Regulations, Title 8, section 11000 *et seq.*

9 31. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
10 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
11 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
12 fraudulent practices alleged in this Complaint.

13 **CLASS ALLEGATIONS**

14 32. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

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

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

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

6 g. Subclass 7: Failure to Timely Pay Wages Twice Monthly Subclass. All Class
7 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
8 when they were due and payable at least twice monthly.

9 h. Subclass 8. Payroll Records Subclass. All Class Members who were subject to
10 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
11 California wage-and-hour laws.

12 i. Subclass 9. Expense Reimbursement Subclass. All Class Members who incurred
13 necessary and reasonable expenses in connection with performing their job duties for Defendant and
14 who were subject to a policy and/or practice under which such expenses were not reimbursed.

15 j. Subclass 10. UCL Subclass. All Class Members who are owed restitution as a result
16 of Defendants' business acts and practices, to the extent such acts and practices are found to be
17 unlawful, deceptive, and/or unfair.

18 33. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
19 the class description with greater particularity or further division into subclasses or limitation to
20 particular issues. To the extent equitable tolling operates to toll claims by the Class against
21 Defendants, the Class Period should be adjusted accordingly.

22 34. Defendants, as a matter of company policy, practice and procedure, and in violation
23 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
24 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
25 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
26 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
27 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
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1 denied these Class Members wages to which these employees are entitled and failed to provide meal
2 periods or authorize and permit rest periods, in order to unfairly cheat the competition and
3 unlawfully profit.

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

7 **A. Numerosity**

8 36. The potential members of the class as defined are so numerous that joinder of all the
9 member of the class is impracticable. While the precise number of class member has not been
10 determined at this time, Plaintiff is informed and believes that Defendants employ, or during the
11 time period relevant to this lawsuit, employed hundreds of employees who satisfy the Class
12 definition within the State of California.

13 37. Accounting for employee turnover during the relevant time period increases this
14 number substantially. Plaintiff alleges that Defendants' employment records will provide
15 information as to the number and location of all Class Members.

16 **B. Commonality**

17 38. There are questions of law and fact common to the Class that predominates over any
18 questions affecting only individual Class Members. These common questions of law and fact
19 include:

- 20 a. Whether Defendants failed to pay Class Members minimum wages;
- 21 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 22 c. Whether Defendants failed to pay Class Members overtime as required under Labor
23 Code § 510;
- 24 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
25 IWC Wage Orders, by failing to provide Class Members with requisite meal
26 periods or premium pay in lieu thereof;
- 27 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
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Orders, by failing to authorize and permit Class Members to take requisite rest breaks or provide premium pay in lieu thereof;

- f. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- l. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

39. The claims of the named Plaintiff is typical of those of Class Members. The Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

40. Plaintiff will fairly and adequately represent and protect the interest of the Class

Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

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

42. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Class Members to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

43. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment. Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set forth the subject and nature of the instant action. The Defendants' own business records can be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that

1 any further notice is required, additional media and/or mailings can be used.

2 44. Defendants, as prospective and actual employers of the Class Members, had a special
3 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
4 practices, policies and working conditions imposed upon Class Members as well as the effect of any
5 alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew
6 they possessed special knowledge about pay practices and policies, most notably intentionally
7 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
8 records and the consequence of the alleged arbitration agreements and policies and practices on
9 Class Members.

10 45. Class Members did not discover the fact that they were entitled to all pay under the
11 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
12 Plaintiff's and the Class's waiver of their Constitutional rights of trial by jury, right to collectively
13 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
14 preventing such practices from continuing. As a result, the applicable statutes of limitation were
15 tolled until such time as Plaintiff and the Class Members discovered their claims.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Against All Defendants)**

19 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 47. Defendants failed to pay Class Members minimum wages for all hours worked.
22 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
23 Class Members for all hours worked. Class Members would work hours and not receive wages,
24 including as alleged above in connection with off the clock work and unlawful rounding of hours.
25 Defendants, and each of them, have intentionally and improperly changed, adjusted and/or modified
26 the hours of Class Members, which resulted in off the clock work and underpayment of all wages
27 owed to Class Members over a period of time, while benefiting Defendants. During the relevant
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1 time period, Defendants thus regularly failed to pay minimum wages to Class Members, to their
2 detriment. Additionally, Defendants had a consistent policy of failing to pay Class Members for
3 hours worked during alleged meal and rest periods for which Class Members were consistently
4 denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices
5 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
6 uniform policy and practice that denied accurate compensation to Class Members as to minimum
7 wage pay.

8 48. In California, employees must be paid at least the then applicable state minimum
9 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
10 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
11 timely pay its employees for all hours worked. Defendants failed to do so.

12 49. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
13 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
14 employees, and the payment of a less wage than the minimum so fixed is unlawful."

15 50. The applicable minimum wages fixed by the commission for work during the
16 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

17 51. The minimum wage provisions of California Labor Code are enforceable by private
18 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
19 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
21 balance of the full amount of this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees and costs of suit."

23 52. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
25 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
26 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
27 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
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1 be used as a credit against a minimum wage obligation.

2 53. In committing these violations of the California Labor Code, Defendants
3 inaccurately recorded, or required Class Members to input times that did not reflect their actual
4 hours worked, or calculated the correct time worked and consequently underpaid the actual time
5 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
6 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
7 Commission requirements and other applicable laws and regulations. As a result of these violations,
8 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
9 1194.

10 54. California Labor Code § 1194.2 also provides for the following remedies: “In any
11 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
12 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
13 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

14 55. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
15 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
16 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
17 minimum wages.

18 56. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
19 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

20 57. Defendants have the ability to pay minimum wages for all time worked and have
21 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
22 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

23 58. Wherefore, Class Members are entitled to recover the unpaid minimum wages
24 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
25 unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to
26 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
27 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
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1 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
2 including § 558, and/or other applicable statutes.

3 **SECOND CAUSE OF ACTION**

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

5 **(Against All Defendants)**

6 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 60. California Labor Code § 1194 provides that “any employee receiving less than the
9 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
10 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
11 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
12 may be maintained directly against the employer in an employee’s name without first filing a claim
13 with the Division of Labor Standards and Enforcement.

14 61. By their conduct, as set forth herein, Defendants violated California Labor Code §
15 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:
16 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
17 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on
18 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
19 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours
20 on any seventh day of work in a workweek.

21 62. Defendants had a consistent policy of not paying Class Members wages for all hours
22 worked, including by requiring off the clock work, and unlawfully rounding down actual hours
23 worked, as addressed above. Defendants, and each of them, have intentionally and improperly
24 rounded, changed, adjusted, and/or modified certain employees’ hours, including Plaintiff’s, in
25 order to avoid paying Class Members all earned and owed straight time and overtime wages and
26 other benefits, in violation of the California Labor Code, the California Code of Regulations and the
27 IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

1 Defendants have also violated these provisions by requiring Class Members to work through
2 portions of their meal period. Therefore, Class Members were not properly compensated, nor were
3 they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours
4 in a given week. Based on information and belief, Defendants did not make available to Class
5 Members a reasonable protocol for correcting time records when Class Members worked overtime
6 hours or to fix incorrect time entries or those that Defendants unlawfully rounded to the Class
7 Members' detriment.

8 63. Defendants' failure to pay Class Members the unpaid balance of regular wages owed
9 and overtime compensation, as required by California law, violates the provisions of Labor Code
10 §§ 510 and 1198, and is therefore unlawful.

11 64. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
14 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
15 pay period for which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
19 the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section
20 are in addition to any other civil or criminal penalty provided by law." Defendants have violated
21 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
22 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

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

2 66. Class Members have been damaged by these violations of California Labor Code §§
3 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

4 67. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
5 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are
6 liable to Class Members for the full amount of all their unpaid wages and overtime compensation,
7 with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any
8 statutory penalties against Defendants, and each of them, and any additional sums as provided by
9 the Labor Code and/or other statutes.

10 **THIRD CAUSE OF ACTION**

11 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

12 **(Against All Defendants)**

13 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 69. Class Members regularly worked shifts greater than five (5) hours and in some
16 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
17 someone for a shift of more than five (5) hours without providing him or her with a meal period of
18 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
19 her with a second meal period of not less than thirty (30) minutes.

20 70. Defendants failed to provide Class Members with meal periods as required under the
21 Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this resulted
22 in Class Members consistently having to work through their scheduled meal breaks because the
23 demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-
24 duty meal break. Furthermore, upon information and belief, on the occasions when Class Members
25 worked more than ten (10) hours in a given shift, they did so without receiving a second
26 uninterrupted thirty (30) minute meal period as required by law.

27 71. Defendants thus failed to provide Class Members with meal periods as required by
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1 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
2 providing them late or for less than thirty (30) minutes, or by requiring them to perform work during
3 breaks.

4 72. Moreover, Defendants failed to compensate Class Members for each meal period not
5 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
6 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
7 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
8 pay at the employee's regular rate of compensation for each workday that the meal period is not
9 provided. Defendants failed to compensate Class Members for each meal period not provided or
10 inadequately provided, as required under Labor Code § 226.7.

11 73. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
12 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
13 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
14 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,
15 and each of them, in a sum as provided by the Labor Code and other statutes.

16 **FOURTH CAUSE OF ACTION**

17 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

18 **(Against All Defendants)**

19 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 75. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
22 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
23 minutes net rest time per four (4) work hours.

24 76. Class Members consistently worked consecutive four (4) hour shifts and were
25 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize
26 and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage
27 Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each
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1 consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest
2 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants placed
3 their needs over Class Members lawful rest breaks, and this resulted in Class Members consistently
4 having to work through their scheduled rest breaks because the demands of the job would not avail
5 them the opportunity to take a lawfully uninterrupted and off-duty rest break. Thus, Class Members
6 were consistently denied of their rest breaks.

7 77. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
8 that if an employer fails to provide an employee rest period in accordance with this section, the
9 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
10 for each workday that the rest period is not provided.

11 78. Defendants, and each of them, have therefore intentionally and improperly denied
12 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
13 applicable IWC Wage Orders.

14 79. Defendants failed to authorize and permit Class Members to take rest periods, as
15 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
16 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
17 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

18 80. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
19 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
20 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
21 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
22 of them, in a sum as provided by the Labor Code and/or other statutes.

23 **FIFTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 226(a)**

25 **(Against All Defendants)**

26 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

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

8 83. Defendants failed to provide Class Members with accurate itemized wage statements
9 in writing, as required by the Labor Code. Specifically, Labor Code § 226(a)(8) requires wage
10 statements to include the name and address of the legal entity that is the employer. The wage
11 statements provided to Class Members failed to include the correct name of the legal entity that is
12 the employer. Thus, the wage statements Defendants provided to Class Members do not comply
13 with Labor Code § 226(a)(8). The wage statements given to Class Members failed to accurately
14 account for unpaid wages and overtime because Defendants under-reported Class Members' actual
15 hours worked due to off the clock work and unlawfully rounded time entries to the detriment of
16 Class Members. Additionally, the wage statements given to Class Members failed to accurately
17 account for premium pay for deficiently provided meal periods and rest breaks. Thus the wage
18 statements do not provide accurate hourly rates for overtime and the statements do not comply with
19 Labor Code § 226(a)(9).

20 84. Throughout the liability period, Defendants intentionally failed to furnish to Class
21 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
22 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
23 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
25 the last four digits of his or her social security number or an employee identification number other
26 than a social security number, (8) the name and address of the legal entity that is the employer and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
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1 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory
2 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
3 timely and accurate wage and hour statements.

4 85. Class Members suffered injury as a result of Defendants' knowing and intentional
5 failure to provide them with the accurate wage and hour statements as required by law and are
6 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
7 Defendants have failed to provide wage statements with accurate and complete information as
8 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
9 cannot promptly and easily determine from the wage statement alone one or more of the following:
10 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
11 of the other information required to be provided on the itemized wage statement pursuant to items
12 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
13 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
14 and address of the employer and, (iv) The name of the employee and only the last four digits of his
15 or her social security number or an employee identification number other than a social security
16 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable
17 person [i.e. an objective standard] would be able to readily ascertain the information without
18 reference to other documents or information.

19 86. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §
20 226(a), Class Members suffered injuries, including among other things confusion over whether they
21 received all wages owed to them, the difficulty and expense involved in reconstructing pay records,
22 and forcing them to make mathematical computations to analyze whether the wages paid in fact
23 compensated them correctly for all hours worked.

24 87. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
25 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
26 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
27 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
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1 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 203**

4 **(Against All Defendants)**

5 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 89. Numerous Class Members are no longer employed by Defendants; they either quit
8 Defendants' employ or were fired therefrom.

9 90. Defendants failed to pay these Class Members all wages due and certain at the time
10 of termination or within seventy-two (72) hours of resignation.

11 91. The wages withheld from these Class Members by Defendants remained due and
12 owing for more than thirty (30) days from the date of separation from employment.

13 92. Defendants failed to pay Class Members without abatement, all wages as defined by
14 applicable California law. Class Members were not paid all regular and overtime wages because
15 Defendants failed to pay for all hours worked and required off the clock work, and unlawfully
16 rounded hours worked to the detriment of Class Members. Additionally, Defendants failed to pay
17 premium wages owed for unprovided meal periods and rest periods, as further detailed in this
18 Complaint. Defendants' failure to pay said wages within the required time was willful within the
19 meaning of Labor Code § 203.

20 93. Defendants' failure to pay wages, as alleged, entitles these Class Members to
21 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
22 paid for up to thirty (30) days from the date they were due.

23 **SEVENTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 204**

25 **(Against All Defendants)**

26 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

1 95. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
2 employment are due and payable twice during each calendar month, on days designated in advance
3 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
4 of any calendar month shall be paid for between the 16th and the 26th day of the month during
5 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
6 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
7 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
8 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
9 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
10 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
11 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
12 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
13 all wages earned by not more than seven calendar days following the close of the payroll period.
14 These failures all arose from Defendants’ failure to pay for all hours worked as detailed above.

15 96. All wages due and owing to Plaintiff and the Class Members, including as required
16 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above.
17 Additionally, wages required by Labor Code § 1194 and other sections became due and payable to
18 each Class Member in each pay period that he or she was not provided with a meal period or rest
19 period or paid straight or overtime wages or commissions to which he or she was entitled.

20 97. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages
21 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
22 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
23 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
24 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
25 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
26 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
27 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
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20 of the applicable IWC Wage Orders.

98. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to represent they have been deprived of wages in amounts to be determined at trial, and they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174

AND 1174.5

(Against All Defendants)

99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

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

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

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

NINTH CAUSE OF ACTION

REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802

(Against All Defendants)

103. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in full herein.

1 104. Under Labor Code § 2802(a) an employer must indemnify its employees for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
3 of his or her duties, or of his or her obedience to the directions of the employer.

4 105. Defendants have regularly required Plaintiff to incur business expenses in the course
5 of performing her required job duties for Defendants including for cell phone expenses and internet
6 expenses. Upon information and belief, Class Members incurred similar costs. These expenses
7 incurred by Plaintiff and Class Members were necessary and required of them in performing their
8 assigned job duties, but Defendants failed to reimburse Plaintiff and Class Members for all such
9 necessary expenditures. Class Members were not reimbursed for those lawful and necessary work
10 related expenses or losses incurred in direct discharge of their job duties during their employment
11 with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the
12 applicable IWC Wage Orders, paragraph 9.

13 106. As a result of the unlawful acts of Defendants, Class Members have been deprived
14 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
15 plus interest and penalties thereon, attorneys' fees, and costs.

16 **TENTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

18 **(Against All Defendants)**

19 107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 108. Plaintiff, on behalf of herself, Class Members, and the general public, brings this
22 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
23 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
24 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
25 interest within the meaning of Code of Civil Procedure § 1021.5.

26 109. Plaintiff is a "person" within the meaning of Business & Professions Code
27 § 17204, has suffered an injury, and therefore has standing to bring this cause of action for
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1 injunctive relief, restitution, and other appropriate equitable relief.

2 110. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
4 fraudulent in that Defendants' policy and practice failed to provide the required amount of
5 compensation for missed meal and rest breaks, and failed to adequately compensate Class
6 Members for all hours worked, due to systematic business practices as alleged herein that cannot
7 be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission
8 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for
9 which this Court should issue injunctive and equitable relief, pursuant to California Business &
10 Professions Code § 17203, including restitution of wages wrongfully withheld.

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

18 112. Defendants have violated statutes and public policies. Through the conduct alleged
19 in this Complaint Defendants have acted contrary to these public policies, have violated specific
20 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
21 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
22 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
23 guaranteed to all employees under the law.

24 113. Defendants' conduct, as alleged above, constitutes unfair competition in violation
25 of the Business & Professions Code § 17200 *et seq.*

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

3 115. By the conduct alleged herein, Defendants have engaged and continue to engage in
4 a business practice which violates California and federal law, including but not limited to, the
5 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
6 Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court
7 should issue declaratory and other equitable relief pursuant to California Business & Professions
8 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
9 competition, including restitution of wages wrongfully withheld.

10 116. As a proximate result of the above-mentioned acts of Defendants, Class Members
11 have been damaged, in a sum to be proven at trial.

12 117. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
14 should make such orders or judgments, including the appointment of a receiver, as may be
15 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
16 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
17 disgorgement of such profits as may be necessary to restore Class Members to the money
18 Defendants have unlawfully failed to pay.

19 **ELEVENTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**
21 **(Against All Defendants)**

22 118. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 119. Plaintiff and the Employees in the Class are also Class Members as defined under
25 Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were
26 or are employed by the alleged violators, Defendants, during the relevant time period (“Class
27 Members”).
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1 120. In failing to pay Class Members minimum wages and overtime, not providing
2 proper meal and rest periods, failing to provide accurate wage statements, and failing to pay
3 Employees upon termination or timely upon resignation, all discussed above, Defendants failed to
4 timely pay Class Members wages on a semimonthly basis as required under Labor Code § 204.
5 Defendants also failed to maintain records showing accurate hours worked and the wages paid to
6 Class Members, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage
7 Orders.

8 121. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
9 for Defendants' violation of Labor Code provisions included under Labor Code 2699.5, including
10 the penalty provisions, without limitation, based, inter alia, on the following California Labor
11 Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174,
12 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2802, 2926, *et seq.*

13 122. More specifically, after complying with the notice procedures of Labor Code §
14 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
15 and other similarly Class Members, a PAGA claim for violations of the above addressed
16 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
17 including as follows:

18 (a) Wage Claims: For failure to provide Plaintiff and the Class Members all earned
19 regular pay and minimum wages for regular hours worked and for failure to pay overtime premium
20 wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and
21 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
22 statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2,
23 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code
24 § 2699(g)(1);

25 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Class Members
26 off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty,
27 timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§
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1 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s)
2 seeking all civil and statutory penalties available and applicable, including under paragraph 20 of
3 the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including
4 sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor
5 Code § 2699(g)(1);

6 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
7 Plaintiff and Class Members with accurate, itemized wage statements and failure to maintain
8 employment records for Plaintiff and Class Members under Labor Code §§ 226, 1174, and 1198.5,
9 and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and
10 statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558,
11 1174.5, 1199, 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for
12 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
13 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
14 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
15 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount
16 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
17 dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

18 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
19 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 202, 203, 204,
20 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
21 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
22 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
23 2699(g)(1);

24 (e) All Alleged Violations of the IWC Wage Orders and Other Labor Code
25 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
26 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
27 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
28

1 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
2 Labor Code § 2699(g)(1).

3 123. As also addressed above, Plaintiff, on behalf of the Class Members, also seeks the
4 penalties and remedies set forth in Labor Code § 558, which states:

5 (a) Any employer or other person acting on behalf of an employer who violates, or
6 causes to be violated, a section of this chapter or any provision regulating hours and days of work
7 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
8 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
9 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
10 (2) For any subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
11 pay period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.

14 (b) If upon inspection or investigation the Labor Commissioner determines that a person
15 had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter,
16 or any provision regulation hours and days of work in any order of the Industrial Welfare
17 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
18 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
19 violation of this chapter shall be the same as those set out in Section 1197.1.

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

22 124. Plaintiff has exhausted her administrative remedies by sending a certified letter to
23 the LWDA and Defendants postmarked on **February 12, 2025**, addressing in detail the specific
24 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
25 to support the alleged violations and requested penalties. The LWDA has not provided notice of
26 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
27 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
28

herein and in the PAGA Notice Letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Class Members and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class Members for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Class Members for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;
10. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages

1 for all Class Members in violation of Labor Code § 2802, as may be proven;

2 12. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

7 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

8 15. For other wages and penalties under the Labor Code as may be proven;

9 16. For all general, special, and incidental damages as may be proven;

10 17. For an award of pre-judgment and post-judgment interest;

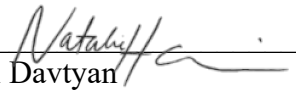
11 18. For an award providing for the payment of the costs of this suit;

12 19. For an award of attorneys' fees; and

13 20. For such other and further relief as this Court may deem proper and just.

14
15 DATED: April 18, 2025

D.LAW, INC.

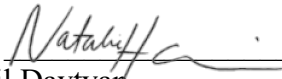
17 By: 
18 Emil Davtyan
19 David Yeremian
20 Natalie Haritounian
21 Andrea A. Amaya Silva
22 Attorneys for Plaintiff CLAUDIA NUNEZ,
23 and all others similarly situated
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

DATED: April 18, 2025

D.LAW, INC.

By: 
Emil Davtyan
David Yeremian
Natalie Haritounian
Andrea A. Amaya Silva
Attorneys for Plaintiff CLAUDIA NUNEZ,
and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840 Glendale, CA 91203.

SHEPPARD MULLIN RICHTER & HAMPTON LLP

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Los Angeles, California 90067-6055

Facsimile: 310.228.370 I

Attorneys for Defendants INDEPENDENT PHYSICIAN AS SOCIATES MEDICAL GROUP, INC. and ALLCARE HOSPITALIST MEDICAL GROUP, INC.

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

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

Executed on April 18, 2025, at Glendale, California.


Silvia Pimentel