

February 7, 2025

*Filed via the LWDA's PAGA Claim Notice Online Form*

*Copies Sent via Certified U.S. Mail to:*

*AMN Healthcare Services, Inc.*  
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*AMN Services, LLC*  
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San Diego, CA 92130

*AMN Healthcare Services, Inc.*  
*AMN Healthcare, Inc.*  
*AMN Services, LLC*  
2999 Olympus Blvd., Ste. 500  
Dallas, TX 75019

*AMN Healthcare Services, Inc.*  
*AMN Healthcare, Inc.*  
*AMN Services, LLC*  
*DecisionHR I, Inc.*  
2710 Gateway Oaks Dr., Ste. 500  
Sacramento, CA 95833

*DecisionHR I, Inc.*  
9455 Koger Blvd N. Ste. 110  
St Petersburg, FL 33702

*Legacy Personnel, Inc.*  
1680 Civic Center Dr., Ste 230  
Santa Clara, CA 95050

*Lakewood Regional Medical Center, Inc.*  
3700 E. South St.  
Lakewood, CA 90712

*Tenet Healthcare Corporation*  
*Lakewood Regional Medical Center, Inc.*  
330 N. Brand Blvd.  
Glendale, CA 91203

*Tenet Healthcare Corporation*  
*Lakewood Regional Medical Center, Inc.*  
14201 Dallas Pkwy.  
Dallas, TX 75254

*DecisionHR I, Inc.*  
5801 Postal Road  
PO Box 818020  
Cleveland, OH 44181

**Re: *Lakeisha Johnson v. Lakewood Regional Medical Center, Inc., et al.***  
**Notice of Intent to File Suit Pursuant to California Labor Code**  
**Section 2699**

To Whom It May Concern:

This office represents Lakeisha Johnson (“Plaintiff”) and a group of the putative class members in a forthcoming lawsuit against Lakewood Regional Medical Center, Inc., Legacy Personnel, Inc., Tenet Healthcare Corporation, The Regents of the University of California (UCI Health), AMN Healthcare, Inc., AMN Healthcare Services, Inc., AMN Services, LLC. and DecisionHR I, Inc. (collectively “Defendants”). The action, entitled *Lakeisha Johnson v. Lakewood Regional Medical Center, Inc., et al.*, is to be filed in the Superior Court of the State of California for the County of Los Angeles (the “Action”). A copy of the complaint as currently drafted, and as is intended to be filed in the Action, is enclosed as **Exhibit A**. This letter incorporates by reference the facts, law, and allegations of Exhibit A.

**Notice of Intent to File PAGA Action**

February 7, 2025

Page 2 of 2

This letter serves as notice pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698 through 2699.6, that we intend to include representative claims in the Action for civil penalties and injunctive relief under PAGA on behalf of a group of aggrieved employees. For the purposes of this letter, “Aggrieved Employees” is defined as: *All individuals who are or were employed by Defendant(s) as non-exempt employees in California, from one year prior to the mailing of this notice through the date of trial.*

As set forth in more detail in Exhibit A, Defendants violated their obligations to Plaintiff and the Aggrieved Employees under California law by: failing to pay minimum wages for all hours worked, failing to pay all applicable split shift premiums owed, failing to pay all overtime wages earned, failing to provide lawful rest periods and pay missed rest period premiums, failing to provide lawful meal periods and pay missed meal period premiums, failing to maintain accurate records, failing to reimburse all necessary business expenses, failing to provide accurate and complete wage statements, failing to pay all wages in full and on time during employment, unlawfully deducting and/or underpaying wages, failing to pay all wages due upon termination, and failing to pay all sick pay wages due and owing.

Because of these systemic violations, Defendants violated: Labor Code sections 201, 202, 203, 204, 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084, and California Industrial Welfare Commission Wage Orders Wage Order 4-2001, and others that may be applicable. (Cal. Code of Regs., tit. 8, § 11040.) The enclosed Complaint further details: **(1)** the alleged violations; **(2)** the facts and theories supporting these violations; **(3)** the people and entities, dates, classifications, violations, events, and actions at issue; and **(4)** the illegal practices instituted by Defendants.

Together with this correspondence, the enclosed complaint provides notice that we intend to proceed with a claim for civil penalties and injunctive relief in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the complaint, including by obtaining civil penalties and injunctive relief under PAGA.

Please do not hesitate to contact me if you have any questions.

Sincerely,



**LYNSEY D. JOHNSON**

*Enclosure*

# **EXHIBIT A**

(Anticipated Class Action Complaint in *Lakeisha Johnson v. Lakewood Regional Medical Center, Inc., et al.*)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LAKEISHA JOHNSON, an individual, on  
behalf of herself and all others similarly situated,

Plaintiff,

v.

LAKEWOOD REGIONAL MEDICAL  
CENTER, INC., a California Corporation;  
LEGACY PERSONNEL, INC., a California  
Corporation; TENET HEALTHCARE  
CORPORATION, a Nevada corporation; THE  
REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, a California government  
corporation; AMN HEALTHCARE SERVICES,  
INC., a Delaware corporation; AMN  
HEALTHCARE INC., a Nevada Corporation;  
AMN SERVICES, LLC, a North Carolina  
Limited Liability Company; DECISIONHR I,  
INC, a Florida Corporation; and DOES 1 TO 50,

Defendants.

Case Number: \_\_\_\_\_

**Class Action Complaint For:**

1. Failure to Pay All Minimum Wages,
2. Failure to Pay Split Shift Premiums,
3. Failure to Pay All Overtime Wages,
4. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
5. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
6. Failure to Maintain Accurate Employment Records,
7. Failure to Pay Wages Timely during Employment,
8. Failure to Pay All Wages Earned and Unpaid at Separation,
9. Failure to Indemnify All Necessary Business Expenditures,
10. Failure to Furnish Accurate Itemized Wage Statements,
11. Failure to Pay Sick Leave, and

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- 12.** Unlawful Deduction and/or Underpayment of Wages
- 13.** Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

**Demand for Jury Trial**

1 Plaintiff Lakeisha Johnson (“Plaintiff”), on behalf of herself and all other similarly situated  
2 employees within the State of California, complains and alleges of defendants Lakewood Regional  
3 Medical Center, Inc., Legacy Personnel, Inc., Tenet Healthcare Corporation, The Regents of the  
4 University of California (UCI Health), AMN Healthcare, Inc., AMN Healthcare Services, Inc., AMN  
5 Services, LLC, DecisionHR I, Inc., and Does 1 to 50 (collectively, “Defendants”), and each of them,  
6 as follows:

7 **I. INTRODUCTION**

8 1. This is a class action complaint brought pursuant to California Code of Civil Procedure  
9 section 382.

10 2. The “Class Period” as used herein, is defined as the period from four years prior to the  
11 filing of this action and continuing into the present and ongoing. Defendants’ violations of California’s  
12 laws as described more fully below have been ongoing throughout the Class Period and are still  
13 ongoing.

14 3. Plaintiff brings this class action on behalf of herself and the following class: *All*  
15 *individuals who are or were employed by Defendants as non-exempt employees in California during*  
16 *the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

17 4. Plaintiff brings this action on behalf of herself and the Class Members, as a class action,  
18 against Defendants for:

- 19 A. Failure to pay all minimum wages,
- 20 B. Failure to pay split shift premiums,
- 21 C. Failure to pay all overtime wages,
- 22 D. Failure to provide rest periods and pay missed rest period premiums,
- 23 E. Failure to provide meal periods and pay missed meal period premiums,
- 24 F. Failure to maintain accurate employment records,
- 25 G. Failure to pay wages timely during employment,
- 26 H. Failure to pay all wages earned and unpaid at separation,
- 27 I. Failure to indemnify all necessary business expenditures,
- 28 J. Failure to furnish accurate itemized wage statements,

1 K. Failure to fully pay all sick leave wages

2 L. making unlawful deductions from the wages of Plaintiff, and

3 M. Violations of California's Unfair Competition Law ("UCL") (Bus. & Prof.  
4 Code, §§ 17200–17210).

5 5. Plaintiff is informed and believes and thereon alleges that the California Industrial  
6 Welfare Commission ("IWC") Wage Order applicable to the facts of this case is IWC Wage Order 4-  
7 2001 (the "Applicable Wage Order") and possibly others that may be applicable. (Cal. Code of Regs.,  
8 tit. 8, § 11040.) Plaintiff reserves the right to amend or modify the definition of "Applicable Wage  
9 Order" with greater specificity or add additional IWC Wage Orders if additional applicable wage orders  
10 are discovered in litigation.

11 **II. JURISDICTION & VENUE**

12 6. This Court has subject matter jurisdiction over all causes of action asserted herein  
13 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section  
14 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds  
15 \$25,000, and because each cause of action asserted arises under the laws of the State of California or  
16 is subject to adjudication in the courts of the State of California.

17 7. This Court has personal jurisdiction over Defendants because Defendants have caused  
18 injuries in the County of Los Angeles and the State of California through their acts, and by their  
19 violation of the California Labor Code and California state common law. Defendants transact millions  
20 of dollars of business within the State of California. Defendants own, maintain offices, transact  
21 business, have an agent or agents within the County of Los Angeles, and/or otherwise are found within  
22 the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of  
23 service of process.

24 8. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the  
25 Code of Civil Procedure. Defendants operate within California and do business within Los Angeles  
26 County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of  
27 Defendants' employees identified above within Los Angeles County and surrounding counties where  
28 Defendants may remotely operate.

1           9.       This matter is not appropriate for removal under the Class Action Fairness Act (28  
2 U.S.C. § 1332) as the amount in controversy for Plaintiff's and the Class Members' claims, in  
3 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of  
4 California. As such, even if the amount in controversy did exceed \$5 million this matter would still not  
5 be appropriate for removal under the "local controversy" exception to the Class Action Fairness Act.  
6 (28 U.S.C. § 1332, subd. (d)(4)(A).)

7 **III.    THE PARTIES**

8 **A.       PLAINTIFF**

9           10.       At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen  
10 of California residing in the State of California. Defendants employed Plaintiff as a non-exempt hourly  
11 employee in the County of Los Angeles.

12           11.       Plaintiff brings this action on behalf of herself and the following class pursuant to  
13 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*  
14 *Defendants as non-exempt employees in California during the Class Period* (the "Class Members").

15           12.       The Class Members, at all times pertinent hereto, are or were employees of Defendants  
16 during the relevant statutory period.

17 **B.       DEFENDANTS**

18           13.       Plaintiff is informed and believes and thereon alleges that Defendants were authorized  
19 to and doing business in Los Angeles County and is and/or was the legal employer of Plaintiff and the  
20 other Class Members during the applicable statutory periods. Plaintiff and the other Class Members  
21 were, and are, subject to Defendants' policies and/or practices complained of herein and have been  
22 deprived of the rights guaranteed to them by: California Labor Code sections 201, 202, 203, 204, 210,  
23 226, 226.3, 226.7, 246, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,  
24 2804, and others that may be applicable; California Business and Professions Code sections 17200  
25 through 17210 ("UCL"); and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11040).

26           14.       Plaintiff is informed and believes, and based thereon alleges, that during the Class  
27 Period, Defendants did (and/or continue to do) business in the State of California, County of Los  
28 Angeles.

1           15. Plaintiff does not know the true names or capacities, whether individual, partner, or  
2 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants  
3 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this  
4 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and  
5 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were  
6 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff  
7 and the other Class Members to be subject to the unlawful employment practices, wrongs, injuries, and  
8 damages complained of herein.

9           16. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
10 herein, Defendants were and/or are the employers of Plaintiff and the other Class Members. At all times  
11 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to  
12 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the  
13 agents, representatives, and employees of each and every one of the other Defendants, and at all times  
14 herein mentioned were acting within the course and scope of said agency, representation, and  
15 employment. Defendants, and each of them, approved of, condoned, or otherwise ratified every one of  
16 the acts or omissions complained of herein.

17           17. Plaintiff is further informed, and believes, and thereon alleges, that at all times  
18 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there  
19 existed and now exists a unity of interest and ownership between them such that the individuality and  
20 separateness of each of them has ceased. Plaintiff is further informed, and believes, and thereon alleges,  
21 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere  
22 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,  
23 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their  
24 identities as the entities responsible for their ownership, management, and financial interests.

25           18. Plaintiff is further informed, and believes, and thereon alleges, that at all times  
26 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,  
27 partnership, and common enterprise, and acting within the course and scope of and in pursuance of said  
28 joint venture, partnership, and common enterprise. Further, Plaintiff is informed, and believes, and

thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff and the other Class Members.

#### **IV. COMMON FACTS & ALLEGATIONS**

19. Plaintiff and the other Class Members (collectively, the “Class Members”) are, and were at all relevant times, employed by the Defendants within the State of California.

20. The Class Members are, and were, at all relevant times, non-exempt employees for the purposes of minimum wages, split shift premiums, overtime, rest breaks, meal periods, and the other claims alleged in this complaint.

21. Specifically, Plaintiff was employed by Defendants within the statutory Class Period, working as an hourly, non-exempt Travel Scrub Technician for Defendants. Plaintiff’s duties included prepare OR for surgery, assist medical provider with procedures, stock supplies and provide breaks to other scrub technicians.

##### **A. MINIMUM WAGE VIOLATIONS**

22. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable Wage Order also obligates employers to pay each employee minimum wages for all hours worked. (Cal. Code of Regs., tit. 8, § 11040.) Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

23. These minimum wage standards apply to each hour that employees work. Therefore, an employer’s failure to pay for any particular time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

24. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. The Class Members were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable Wage Order.

1           25.     Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an  
2 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees  
3 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages  
4 due and interest thereon.

5           26.     When employees, such as the Class Members, are not paid for all hours worked under  
6 Labor Code section 1194, they are entitled to recover minimum wages for the time which they received  
7 no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154  
8 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under  
9 Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

10          27.     Labor Code section 1197.1 authorizes employees who are paid less than the minimum  
11 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other  
12 damages, as follows:

13                 (1)     “For any initial violation that is intentionally committed, one hundred  
14 dollars (\$100) for each underpaid employee for each pay period for  
15 which the employee is underpaid.”

16                 (2)     “For each subsequent violation for the same specific offense, two  
17 hundred fifty dollars (\$250) for each underpaid employee for each pay  
18 period for which the employee is underpaid regardless of whether the  
19 initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd.  
20 (a).)

21          28.     As set forth above, Defendants failed to fully compensate the Class Members for all  
22 minimum wages. Accordingly, the Class Members are entitled to recover liquidated damages for  
23 violations of Labor Code section 1197.1.

24          29.     Based upon these same factual allegations, the Class Members are likewise entitled to  
25 penalties under Labor Code sections 1199.

26           **B.     UNPAID SPLIT SHIFT PREMIUMS**

27          30.     Under the Applicable Wage Order, a “split shift” is defined as “a work schedule, which  
28 is interrupted by non-paid non-working periods established by the employer, other than bona fide rest

1 or meal periods.” When an employer requires an employee to work a split shift, the employee is entitled  
2 to a split shift premium, which is equal to the difference between what the employee earned for the  
3 shift and what they would have earned had they been paid the minimum wage for their entire shift plus  
4 an extra hour. (Cal. Code of Regs., tit. 8, § 11040, subd. 4(C); *Aleman v. AirTouch Cellular* (2012) 209  
5 Cal.App.4th 556, 575–576.) The Applicable Wage Order treats split shift violations as a minimum  
6 wage violation. Labor Code sections 1197 and 1198 make the minimum wages set by the IWC  
7 enforceable and recoverable in a civil action.

8 31. Here, the Class Members were at times scheduled to work more than one shift in the  
9 same day, with an unpaid, non-working break of longer than an hour—and longer than a bona fide  
10 meal period—between the shifts. This includes many occasions when the total amount paid to the Class  
11 Members was less than the minimum wage for all hours worked plus one hour. Defendants, however,  
12 failed to pay the Class Members one hour’s pay at the state minimum wage in addition to the minimum  
13 wage for the workday.

#### 14 C. OVERTIME VIOLATIONS

15 32. Labor Code section 510 requires employers to compensate employees who work more  
16 than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on  
17 the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee.  
18 (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate  
19 employees at no less than twice the regular rate of pay when an employee works more than twelve  
20 hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510,  
21 subd. (a).) These rules are also reflected in the Applicable Wage Order.

22 33. In accordance with Labor Code section 1194 and the Applicable Wage Order, the Class  
23 Members could not then agree and cannot now agree to work for a lesser wage than the amount  
24 provided by Labor Code sections 510 or the Applicable Wage Order.

25 34. Here, Defendants violated their duty to accurately and completely compensate the Class  
26 Members for all overtime worked. The Class Members periodically worked hours that entitled them to  
27 overtime compensation under the law but were not fully compensated for those hours.  
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1           35.     On information and belief, Defendants also had a policy and practice of denying the  
2 Class Members meal breaks, but nevertheless deducting meal break time from the Class Members'  
3 pay. As a result, the Class Members' on-the-clock hours were unlawfully reduced below what was  
4 actually worked and, by extension, overtime hours were also reduced below what was actually worked.  
5 The Class Members were thus periodically shorted the full amount of overtime pay lawfully owed.

6           36.     Moreover, during the relevant statutory periods, Defendants had a policy and practice  
7 of failing to pay overtime wages at the proper rate when it actually paid overtime. Specifically, when  
8 Defendants paid overtime wages to the Class Members, Defendants failed to include all compensation  
9 when calculating the regular rate of pay used in overtime calculations and when paying overtime.

10          37.     For instance, the Class Members would often receive, along with their hourly rates of  
11 pay for their working hours, additional remuneration and/or non-discretionary bonus pay. Defendants,  
12 however, calculated the regular rate of pay for the Class Members without factoring into the regular  
13 rate of pay all other non-hourly pay earnings received during the pay period. As a result, the Class  
14 Members were underpaid overtime wages when they worked in excess of eight hours in any workday  
15 and/or forty hours in a workweek when such additional forms of remuneration were earned. By its  
16 practice of periodically requiring the Class Members to work in excess of eight hours in a workday  
17 and/or forty hours in a workweek without compensating them at the rate of one and one-half (1½) their  
18 regular rate of pay, Defendants willfully violated the provisions of Labor Code sections 510, 1194, and  
19 1199.

20          38.     These actions were and are in clear violation of California's overtime laws as set forth  
21 in Labor Code sections 510, 1194, 1199, and the Applicable Wage Order. (Cal. Code of Regs., tit. 8, §  
22 11040.) As a result of Defendants' faulty policies and practices, the Class Members were not  
23 compensated for all hours worked or paid accurate overtime compensation.

24           **D.     REST BREAK VIOLATIONS**

25          39.     Pursuant to Labor Code section 226.7 and the Applicable Wage Order, Defendants were  
26 and are required to provide the Class Members with compensated, duty-free rest periods of not less  
27 than ten minutes for every major fraction of four hours worked. Under the Applicable Wage Order, an  
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1 employer must authorize and permit all employees to take ten minute duty free rest periods for every  
2 major fraction of four hours worked. (Cal. Code of Regs., tit. 8, § 11040.)

3 40. Likewise, Labor Code section 226.7 provides that “[a]n employer shall not require an  
4 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,  
5 or applicable regulation, standard, or order of the Industrial Welfare Commission . . . .” (Lab. Code, §  
6 226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay their employees one  
7 additional hour of pay at the employee’s regular rate for each workday that a “meal or rest or recovery  
8 period is not provided.” (Lab. Code, § 226.7, subd. (c).) The “regular rate” for these purposes must  
9 factor in all nondiscretionary payments for work performed by the employee, including non-  
10 discretionary bonuses, commissions, and other forms of wage payments exceeding the employees’ base  
11 hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.) Thus, the Wage  
12 Orders set when and for how long the rest period must take place and the Labor Code establishes that  
13 violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer must pay  
14 their employees when employers fail to provide rest periods.

15 41. The California Supreme Court has held that, during required rest periods, “employers  
16 must relieve their employees of all duties and relinquish any control over how employees spend their  
17 break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.) Relinquishing  
18 control over employees during rest periods requires that employees be “free to leave the employer’s  
19 premises” and be “permitted to attend to personal business.” (*Id.* at p. 275.) The *Brinker* Court  
20 explained in the context of rest breaks that employer liability attaches from adopting an unlawful  
21 policy:

22 “An employer is required to authorize and permit the amount of rest break time  
23 called for under the wage order for its industry. If it does not—if, for example,  
24 it adopts a uniform policy authorizing and permitting only one rest break for  
25 employees working a seven-hour shift when two are required—it has violated  
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1 the wage order and is liable.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53  
2 Cal.4th 1004, 1033.)

3 42. Here, Defendants periodically did not permit the Class Members to take compliant duty-  
4 free rest breaks, free from Defendants’ control as required by Labor Code section 226.7, the Applicable  
5 Wage Order, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th  
6 257, 269 [concluding that “during rest periods employers must relieve employees of all duties and  
7 relinquish control over how employees spend their time.”].) At all relevant times, the Class Members  
8 were periodically not provided with legally-compliant and timely rest periods of at least ten minutes  
9 for each four hour work period, or major fraction thereof due to Defendants’ unlawful rest period  
10 policies/practices. The Class Members were often expected and required to continue working through  
11 rest periods to meet the expectations Defendants and finish the workday. In some cases when the Class  
12 Members worked more than ten hours in a shift, Defendants failed to authorize and/or permit a third  
13 mandated rest period. As a result, the Class Members were periodically unable to take compliant rest  
14 periods.

15 43. In such cases where Defendants did not offer the Class Members the opportunity to  
16 receive a compliant off-duty rest period, “the court may not conclude employees voluntarily chose to  
17 skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410 (2015)  
18 [“If an employer fails to provide legally compliant meal or rest breaks, the court may not conclude  
19 employees voluntarily chose to skip those breaks.”]; *Brinker Rest. Corp. v. Superior Court, supra*, 53  
20 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was required by law but never  
21 authorized; if a break is not authorized, an employee has no opportunity to decline to take it.”].)

22 44. In addition to failing to authorize and permit compliant rest periods, the Class Members  
23 were not compensated with one hour’s worth of pay at their regular rate of compensation when they  
24 were not provided with a compliant rest period in accordance with Labor Code section 226.7,  
25 subdivision (c). Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage  
26 Order.

27 45. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-  
28 exempt employees, rest period premiums and penalties.

1           **E.       MEAL BREAK VIOLATIONS**

2           46.     Labor Code section 512 and the Applicable Wage Order require employers to provide  
3 employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours of  
4 work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for a work period of  
5 more than five hours per day without providing the employee with a meal period of not less than 30  
6 minutes . . . .”]; Cal. Code of Regs., tit. 8, § 11040 [“No employer shall employ any person for a work  
7 period of more than five (5) hours without a meal period of not less than 30 minutes . . . .”].)  
8 Additionally, an employee who works more than ten hours per day is entitled to receive a second thirty-  
9 minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a) [“An employer shall not  
10 employ an employee for a work period of more than 10 hours per day without providing the employee  
11 with a second meal period of not less than 30 minutes . . . .”].)

12           47.     “An on-duty meal period is permitted only when the nature of the work prevents an  
13 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal  
14 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement must  
15 include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the California  
16 Department of Industrial Relations, Division of Labor Standards Enforcement (“DLSE”) and courts  
17 have “found that the nature of the work exception applies: (1) where the work has some particular  
18 external force that requires the employee to be on duty at all times, and (2) where the employee is the  
19 sole employee of a particular employer.” (*Id.* at p. 945, internal quotation marks omitted; *Abdullah v.*  
20 *U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s obligation  
21 to determine whether the nature of the work prevents an employee from being relieved before requiring  
22 an employee to take an on-duty meal period.” (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at  
23 p. 946.)

24           48.     Here, the Class Members were never asked to sign any enforceable document agreeing  
25 to an on-duty meal period. Moreover, nothing in the nature of their work involved the kind of “external  
26 force” that might justify on-duty meal breaks. (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at  
27 p. 945.) Nevertheless, Defendants periodically did not provide compliant off-duty meal periods within  
28 the first five hours of work for the Class Members.

1           49. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*  
2 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal period’s  
3 duty-free nature its defining characteristic.”].) Relinquishing control over employees during meal  
4 periods requires that employees be “free to leave the employer’s premises” and be “permitted to attend  
5 to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2 Cal.5th at p. 275.) Under  
6 Labor Code section 512, if an employer maintains a uniform policy that does not authorize and permit  
7 the amount of meal time called for under the law (as specified in the Labor Code and/or applicable  
8 IWC Wage Order), “it has violated the wage order and is liable.” (*Brinker Restaurant Corp. v. Superior*  
9 *Court*, *supra*, 53 Cal.4th at p. 1033.)

10           50. During the applicable statutory periods here, the Class Members were periodically  
11 denied legally-compliant and timely off-duty meal periods of at least thirty minutes due to Defendants’  
12 unlawful meal period policy and practices. As a result of Defendants’ uniform meal period policies and  
13 practices, the Class Members were often not permitted to take compliant first meal periods before the  
14 end of the fifth hour of work. The Class Members were also periodically not permitted to take second  
15 meal periods for shifts in excess of ten hours. Defendants thus violated Labor Code section 512 and  
16 the Applicable Wage Order by failing to advise, authorize, or permit the Class Members to receive  
17 thirty-minute, off-duty meal periods within the first five hours of their shifts.

18           51. Labor Code section 226.7 provides that “[a]n employer shall not require an employee  
19 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or  
20 applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab. Code, § 226.7,  
21 subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage Order further obligate  
22 employers to pay employees one additional hour of pay at the employee’s regular rate of compensation  
23 for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd. (c); Cal. Code of  
24 Regs., tit. 8, § 11040 [“If an employer fails to provide an employee a meal period in accordance with  
25 the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the  
26 employee’s regular rate of compensation for each workday that the meal period is not provided.”].)  
27 The “regular rate” for these purposes must factor in all nondiscretionary payments for work performed  
28 by the employee, including non-discretionary bonuses, commissions, and other forms of wage

1 payments exceeding the employees' base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021)  
2 11 Cal.5th 858, 878.)

3 52. Accordingly, for each day that the Class Members did not receive compliant meal  
4 periods, they were and are entitled to receive meal period premiums pursuant to Labor Code section  
5 226.7 and the Applicable Wage Order. Defendants, however, failed to pay the Class Members  
6 applicable meal period premiums for many workdays that the employees did not receive a compliant  
7 meal period. Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage  
8 Order.

9 53. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-  
10 exempt employees, meal period premiums and penalties.

11 **F. UNLAWFUL DEDUCTIONS AND/OR UNDERPAYMENT OF WAGES**

12 54. Labor Code sections 221, 222, and 224 prohibit an employer from making deductions  
13 from an employee's wages without the employee's express written consent. Similarly, Labor Code  
14 section 222.5 provides "No person shall withhold or deduct from the compensation of any employee,  
15 or require any prospective employee or applicant for employment to pay, any fee for, or cost of, any  
16 pre-employment medical or physical examination taken as a condition of employment, nor shall any  
17 person withhold or deduct from the compensation of any employee, or require any employee to pay  
18 any fee for, or costs of, medical or physical examinations required by any law or regulation of federal,  
19 state or local governments or agencies thereof." During Plaintiff's employment, upon information and  
20 belief, Defendant made deductions from the wages of Plaintiff and other non-exempt employees  
21 without their written consent for medical testing and/or vaccinations that were required as a condition  
22 of employment. Consequently, Defendants failed to comply with Labor Code sections 221, 222, 222.5  
23 and 224.

24 **G. UNTIMELY WAGES DURING EMPLOYMENT**

25 55. Labor Code section 204 expressly requires employers who pay employees on a weekly,  
26 biweekly, or semimonthly basis to pay all wages "not more than seven calendar days following the  
27 close of the payroll period." Labor Code section 210, subdivision (a), makes employers who violate  
28 Labor Code section 204 subject to a penalty of:

1           “(1) For any initial violation, one hundred dollars (\$100) for each failure to  
2           pay each employee.

3           “(2) For each subsequent violation, or any willful or intentional violation, two  
4           hundred dollars (\$200) for each failure to pay each employee, plus 25  
5           percent of the amount unlawfully withheld.” (Lab. Code, § 210, subd.  
6           (a).)

7           56. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and  
8           entirely independent and apart from, any other penalty provided in this article . . . .” (Lab. Code, § 210,  
9           subd. (a).)

10          57. Due to Defendants’ failure to pay the Class Members the wages described above, along  
11          with rest and meal break premiums, Defendants failed to timely pay the Class Members within seven  
12          calendar days following the close of payroll in accordance with Labor Code section 204 on a regular  
13          and consistent basis. (See *Parson v. Golden State FC, LLC* (N.D. Cal., May 2, 2016, No. 16-CV-00405-  
14          JST) 2016 WL 1734010, at p. \*3–5, 2016 U.S. Dist. LEXIS 58299 [finding that a failure to pay rest  
15          period premiums can support claims under Labor Code sections 203 and 204].)

#### 16           **H.        UNTIMELY WAGES AT SEPARATION**

17          58. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages  
18          of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty”  
19          for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result  
20          of Defendants’ failure to pay the Class Members for the wages described above, along with rest and  
21          meal break premiums, Defendants violated and continue to violate Labor Code section 203.

22          59. Due to Defendants’ faulty pay policies, those Class Members whose employment with  
23          Defendants concluded were not compensated for each and every hour worked at the appropriate rate.  
24          Defendants have failed to pay formerly-employed Class Members whose sums were certain at the time  
25          of termination within at least seventy-two hours of their resignation and have failed to pay those sums  
26          for thirty days thereafter.

1           **I.       FAILURE TO REIMBURSE BUSINESS EXPENSES**

2           60.     At all relevant times herein, Defendants were subject to Labor Code section 2802, which  
3 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses  
4 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her  
5 obedience to the directions of the employer.” The purpose of this section is to “prevent employers from  
6 passing along their operating expenses onto their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.*  
7 (2007) 42 Cal.4th 554, 562.)

8           61.     At all relevant times herein, Defendants were subject to Labor Code section 2804, which  
9 states that “any contract or agreement, express or implied, made by any employee to waive the benefits  
10 of this article or any part thereof, is null and void, and this article shall not deprive any employee or his  
11 personal representative of any right or remedy to which he is entitled under the laws of this State.”

12          62.     Thus, the Class Members were and are entitled to reimbursement for the expenses they  
13 incurred during the course of their duties. The duty to reimburse even extends to the use of equipment  
14 the employee may already own and would be required to pay for anyway. (*Cochran v. Schwan’s Home*  
15 *Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1144 [“The threshold question in this case is this: Does an  
16 employer always have to reimburse an employee for the reasonable expense of the mandatory use of a  
17 personal cell phone, or is the reimbursement obligation limited to the situation in which the employee  
18 incurred an extra expense that he or she would not have otherwise incurred absent the job? The answer  
19 is that reimbursement is always required. Otherwise, the employer would receive a windfall because it  
20 would be passing its operating expenses on to the employee.”].)

21          63.     Here, upon information and belief, Defendants failed to fully reimburse the Class  
22 Members for necessary expenditures incurred as a direct consequence and requirement of performing  
23 their job duties, including the costs associated with testing and/or vaccinations that were required to  
24 perform their work. Consequently, Defendants failed to comply with Labor Code section 2802.

25           **J.       WAGE STATEMENT VIOLATIONS**

26          64.     Defendants also failed to provide accurate itemized wage statements in accordance with  
27 Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision  
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1 (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage  
2 statement in writing showing:

- 3 (1) The gross wages earned;
- 4 (2) The total hours worked by the employee;
- 5 (3) The number of piece-rate units earned and any applicable piece rate if  
6 the employee is paid on a piece rate basis;
- 7 (4) All deductions, provided that all deductions made on written orders of  
8 the employee may be aggregated and shown as one item;
- 9 (5) The net wages earned;
- 10 (6) The inclusive dates of the period for which the employee is paid;
- 11 (7) The name of the employee and only the last four digits of his or her social  
12 security number or an employee identification number other than a social  
13 security number;
- 14 (8) The name and address of the legal entity that is the employer; and
- 15 (9) All applicable hourly rates in effect during the pay period and the  
16 corresponding number of hours worked at each hourly rate by the  
17 employee.

18 65. Due to Defendants' failure to pay the Class Members properly as described above, the  
19 wage statements issued do not indicate the correct amount of gross wages earned, total hours worked,  
20 or the net wages earned, or the applicable hourly rates in effect during the pay period and the  
21 corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor  
22 Code section 226, subdivisions (a)(1), (2), (5), and (9).

23 66. Defendants also failed to include the accrued sick hours on the wage statements  
24 provided to the Class Members as required by Labor Code section 246, subdivision (i).

25 67. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and  
26 intentionally failed to provide the Class Members with accurate itemized wage statements in violation  
27 of Labor Code section 226, subdivision (e). Defendants knew that they were not providing the Class  
28 Members with wage statements required by California law but nevertheless failed to correct their

1 unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134  
2 [finding the defendant knowingly and intentionally violated Labor Code section 226 because the  
3 “[d]efendant knew that it was not providing total hours worked to plaintiff or other employees paid on  
4 commission” even though it believed that employees paid solely on commission or commission and  
5 salary “are exempt and therefore we do not record hours on a wage statement.”].)

6 **K. RECORDKEEPING VIOLATIONS**

7 68. Labor Code section 226, subdivision (a), requires employers to keep an accurate record  
8 of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in pertinent  
9 part, as follows:

10 “Any employer who violates subdivision (a) of Section 226 shall be subject to a  
11 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per  
12 violation in an initial citation and one thousand dollars (\$1,000) per employee  
13 for each violation in a subsequent citation, for which the employer fails to  
14 provide the employee a wage deduction statement or fails to keep the records  
15 required in subdivision (a) of Section 226. The civil penalties provided for in  
16 this section are in addition to any other penalty provided by law.” (Lab. Code, §  
17 226.3, emphasis added.)

18 69. Likewise, Labor Code section 1174, subdivision (d), requires every employer, including  
19 Defendants, to:

20 “Keep, at a central location in the state or at the plants or establishments at which  
21 employees are employed, payroll records showing the hours worked daily by  
22 and the wages paid to, and the number of piece-rate units earned by and any  
23 applicable piece rate paid to, employees employed at the respective plants or  
24 establishments. These records shall be kept in accordance with rules established  
25 for this purpose by the commission, but in any case shall be kept on file for not  
26 less than three years. An employer shall not prohibit an employee from  
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28

maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

70. As explained in detail above, Defendants failed to provide the Class Members with accurate itemized wage statements. Defendants did so, in part, because they failed to accurately track hours worked by the Class Members. Defendants have thus failed to keep accurate records of the “total hours worked by the employee[s]” in violation of Labor Code section 226, subdivision (a), and are therefore subject to the penalties provided by Labor Code section 226.3. These penalties are “in addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

71. The failure to accurately track hours worked also resulted in a failure of Defendants to keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees, including Plaintiff and the other Class Members, in violation of Labor Code section 1174, subdivision (d).

#### **L. SICK PAY VIOLATIONS**

72. Labor Code section 246 provides that every employee who works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. (Lab. Code, § 246, subd. (a).) These paid sick days generally accrue at a rate of not less than one hour per every 30 hours worked, and must be paid out using the employees’ regular rate of pay. (Lab. Code, § 246, subds. (b), (l).) The “regular rate of pay” for these purposes must factor in all nondiscretionary payments for work performed by the employee, including non-discretionary bonuses, commissions, and other forms of wage payments exceeding the employees’ base hourly rate. (Lab. Code, § 246, subds. (l)(1), (2); see, e.g., *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)

73. Here, upon information and belief, Defendants employed the Class Members for 30 or more days within a year from the commencement of employment. Defendants nevertheless failed to fully pay the Class Members for all sick pay that was lawfully earned and accrued.

74. By failing to fully pay accrued sick time, Defendants have underpaid the Class Members and have violated California Labor Code provisions including, but not limited to, section 246.

1 **V. CLASS ACTION ALLEGATIONS**

2 75. As mentioned above, Plaintiff brings this action on behalf of herself and the Class  
3 Members pursuant to section 382 of the Code of Civil Procedure.

4 76. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all  
5 members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff  
6 at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.  
7 The identity of such membership is readily ascertainable via inspection of Defendants' employment  
8 records.

9 77. **Common Questions of Law and Fact Predominate/Well Defined Community of**  
10 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated  
11 non-exempt employees, which predominate over questions affecting only individual members  
12 including, without limitation to:

13 A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class  
14 Members for all hours worked, including all minimum wages;

15 B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class  
16 Members all split shift premiums lawfully owed;

17 C. Whether Defendants' pay policies/practices resulted in a failure to pay the Class  
18 Members for all required overtime wages at the Class Members' regular rate of pay;

19 D. Whether Defendants' rest period policies and practices afforded legally  
20 compliant rest periods or compensation in lieu thereof;

21 E. Whether Defendants' meal period policies and practices afforded legally  
22 compliant meal periods or compensation in lieu thereof;

23 F. Whether Defendants' pay policies/practices resulted in unlawful wage  
24 deductions;

25 G. Whether Defendants maintained accurate employment records;

26 H. Whether Defendants timely paid all wages during employment;

27 I. Whether Defendants timely paid all wages earned and unpaid at separation;  
28

1 J. Whether Defendants indemnified their employees for all necessary business  
2 expenditures;

3 K. Whether Defendants furnished legally-compliant wage statements to the Class  
4 Members pursuant to Labor Code section 226;

5 L. Whether Defendants fully paid all sick pay wages as required by Labor Code  
6 section 246; and

7 M. Whether Defendants' violations of the Labor Code and the Applicable Wage  
8 Order amounted to a violation of California's UCL.

9 78. **Predominance of Common Questions:** Common questions of law and fact  
10 predominate over questions that affect only individual Class Members. The common questions of law  
11 set forth above are numerous and substantial and stem from Defendants' uniform policies and practices  
12 applicable to each individual class member, such as Defendants' uniform policy and practice of failing  
13 to pay for all hours worked, Defendants' uniform policies and practices which failed to provide  
14 compliant rest periods, Defendants' uniform policies and practices which failed to provide compliant  
15 meal periods, Defendants' failure to provide accurate itemized wage statements, Defendants' uniform  
16 policies and practices which failed to provide complete and accurate sick pay, Defendants' uniform  
17 policies and practices which resulted in unlawful deductions from wages and others. As such, the  
18 common questions predominate over individual questions concerning each individual class member's  
19 showing as to his or her eligibility for recovery or as to the amount of his or her damages.

20 79. **Typicality:** The claims of Plaintiff are typical of the claims of the Class Members  
21 because Plaintiff was employed by Defendants as a non-exempt employee in California during the  
22 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,  
23 Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime wages  
24 because of Defendants' unlawful timekeeping policies and practices, was deprived of rest periods and  
25 premium wages in lieu thereof, was deprived of meal periods and premium wages in lieu thereof, was  
26 subject to Defendants' uniform rest period policies and practices, was subject to Defendants' uniform  
27 meal period policies and practices, was not provided accurate itemized wage statements, was not paid  
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1 all wages in full and on time, was not paid all sick pay wages as required by law, and was subject to  
2 other similar policies and practices to which the Class Members were subject.

3       80.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to  
4 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are  
5 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's  
6 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past  
7 and are committed to vigorously prosecuting this action on behalf of the Class Members.

8       81.     **Superiority:** The California Labor Code is broadly remedial in nature and serves an  
9 important public interest in establishing minimum working conditions and standards in California.  
10 These laws and labor standards protect the average working employee from exploitation by employers  
11 who have the responsibility to follow the laws and who may seek to take advantage of superior  
12 economic and bargaining power in setting onerous terms and conditions of employment. The nature of  
13 this action and the format of laws available to Plaintiff and the Class Members make the class action  
14 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each  
15 employee were required to file an individual lawsuit, Defendants would necessarily gain an  
16 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of  
17 each individual plaintiff with their vastly superior financial and legal resources.

18       82.     Moreover, requiring each Class Member to pursue an individual remedy would also  
19 discourage the assertion of lawful claims by employees who would be disinclined to file an action  
20 against their former or current employer for real and justifiable fear of retaliation and permanent  
21 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the  
22 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying  
23 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and  
24 which would establish potentially incompatible standards of conduct for Defendants or legal  
25 determinations with respect to individual Class Members which would, as a practical matter, be  
26 dispositive of the interest of the other Class Members not parties to adjudications or which would  
27 substantially impair or impede the ability of the Class Members to protect their interests.  
28

83. Further, the claims of the individual Class Members are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As such, the Class Members identified above are maintainable as a class under section 382 of the Code of Civil Procedure.

**VI. CAUSES OF ACTION**

**First Cause of Action**

*Failure to Pay All Minimum Wages*

*(Against All Defendants)*

84. Plaintiff realleges and incorporates by reference all previous paragraphs.

85. Section 4 of the Applicable Wage Order and Labor Code section 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, § 11040.) Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

86. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. Plaintiff and the other Class Members were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and the Applicable Wage Order.

87. Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

88. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the other Class Members have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover

1 economic and statutory damages and penalties and other appropriate relief because of Defendants’  
2 violations of the Labor Code and Applicable Wage Order.

3 89. Defendants’ practices and policies regarding illegal employee compensation are  
4 unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil  
5 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,  
6 statutory penalties, attorneys’ fees, and costs of suit according to Labor Code sections 204, 218.5, 1194,  
7 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

8 **Second Cause of Action**

9 *Failure to Pay Split Shift Premiums*

10 *(Against All Defendants)*

11 90. Plaintiff realleges and incorporates by reference all previous paragraphs.

12 91. The Applicable Wage Order defines “split shifts” as including any work schedule that  
13 is interrupted by unpaid nonworking periods established by the employer, other than bona fide rest or  
14 meal periods. Subdivision 4(C) requires that “[w]hen an employee works a split shift, one (1) hour’s  
15 pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except  
16 when the employee resides at the place of employment.” (Cal. Code of Regs., tit. 8, § 11040, subd.  
17 4(C).) The split shift premium required by the Applicable Wage Order effectively increases the  
18 applicable minimum wage on split shifts. (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556,  
19 575.) Labor Code sections 1197 and 1198 make the minimum wages set by the IWC enforceable and  
20 recoverable in a civil action.

21 92. As explained above, Defendants routinely required employees, including Plaintiff and  
22 the other Class Members, to work multiple shifts in the same day with a gap in the period of work  
23 longer than one hour. Defendants, however, failed to pay these employees wages that were at least the  
24 minimum wage plus one hour. As a result of the wrongful and unlawful acts of Defendants alleged  
25 herein, Plaintiff and the other Class Members have been deprived of split shift premium pay in amounts  
26 to be determined, and are entitled to recovery of said amounts according to proof, interest thereon,  
27 injunctive relief, attorneys’ fees, and costs.

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97. Section 12 of the Applicable Wage Order, and Labor Code section 226.7 establish the right of employees to be provided with a rest period of at least ten minutes for each four hour period worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, § 11040.)

98. Due to Defendants' unlawful rest period policies and practices described in detail above, Defendants did not authorize and permit Plaintiff and the other Class Members to take all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

99. The foregoing violations create an entitlement to recovery by Plaintiff and the other Class Members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order, and California Labor Code section 226.7.

### **Fifth Cause of Action**

### *Failure to Provide Meal Periods and Pay Missed Meal Period Premiums*

*(Against All Defendants)*

100. Plaintiff realleges and incorporates by reference all previous paragraphs.

101. Plaintiff is informed and believes and thereon alleges, that Defendants failed in their affirmative obligation to provide their hourly non-exempt employees, including Plaintiff and the other Class Members, with all required meal periods in accordance with the mandates of the Labor Code and the Applicable Wage Order, for the reasons set forth herein above. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

102. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order and Labor Code sections 226.7 and 512, and Civil Code sections 3287, subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, § 11040.)

1 **Sixth Cause of Action**

2 *Failure to Maintain Accurate Employment Records*

3 *(Against All Defendants)*

4 103. Plaintiff realleges and incorporates by reference all previous paragraphs.

5 104. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep  
6 at a central location in the state or at the plants or establishments at which employees are employed,  
7 payroll records showing the hours worked daily by and wages paid to employees employed at the  
8 respective plants or establishments. These records must be kept in accordance with rules established  
9 for this purpose by the commission, but in any case shall be kept on file for not less than two years.

10 105. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to  
11 maintain accurate and complete records.

12 106. Defendant has intentionally and willfully failed to keep accurate and complete records  
13 showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus,  
14 Plaintiff and the other Class Members have been denied their legal right and protected interest in having  
15 available at a central location at the plant or establishment where they are employed, accurate and  
16 complete payroll records showing the hours worked daily by, and the wages paid to, employees at those  
17 respective locations pursuant to Labor Code 1174.

18 **Seventh Cause of Action**

19 *Failure to Pay Wages Timely during Employment*

20 *(Against All Defendants)*

21 107. Plaintiff realleges and incorporates by reference all previous paragraphs.

22 108. Labor Code section 200 provides that "wages" include all amounts for labor performed  
23 by employees of every description, whether the amount is fixed or ascertained by the standard of time,  
24 task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all  
25 wages earned by any person in any employment are payable twice during the calendar month and must  
26 be paid not more than seven days following the close of the period when the wages were earned. Labor  
27 Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a  
28

1 penalty of \$100 for any initial failure to timely pay each employee's full wages and \$200 for each  
2 subsequent violation, plus 25% of the amount unlawfully withheld.

3 109. Labor Code section 216 establishes that it is a misdemeanor for any person, with regards  
4 to wages due, to "falsely deny the amount or validity thereof, or that the same is due, with intent to  
5 secure himself, his employer or other person, any discount upon such indebtedness, or with intent to  
6 annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due."

7 110. Defendants as a matter of established company policy and procedure in the State of  
8 California, scheduled, required, suffered, and/or permitted Plaintiff and the other Class Members, to  
9 work without full compensation, to work without legally-compliant off-duty meal periods, to work  
10 without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiff and the other  
11 Class Members within seven days of the close of payroll, as required by law.

12 111. Defendants, as a matter of established company policy and procedure in the State of  
13 California, falsely deny they owe Plaintiff and the other Class Members these wages, with the intent of  
14 securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress, hinder, delay,  
15 and/or defraud Plaintiff and the other Class Members.

16 112. Defendants' pattern, practice, and uniform administration of its corporate policy of  
17 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiff and  
18 the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance of the  
19 compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest  
20 owed to them pursuant to Labor Code sections 210 and 218.5.

21 **Eighth Cause of Action**

22 *Failure to Pay All Wages Earned and Unpaid at Separation*

23 *(Against All Defendants)*

24 113. Plaintiff realleges and incorporates by reference all previous paragraphs.

25 114. The actionable period for this cause of action is three years prior to the filing of this  
26 complaint through the present, and ongoing until the violations are corrected or the class is certified.  
27 (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions,*  
28 *Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and

1 202 of the California Labor Code require Defendants to pay all compensation due and owing to its  
2 former employees (including the formerly-employed Class Members) during the actionable period for  
3 this cause of action at or around the time that their employment is or was terminated, or ended.

4 115. Section 203 of the Labor Code provides that if an employer willfully fails to pay  
5 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the  
6 employer is liable for penalties in the form of continued compensation up to thirty workdays.

7 116. Due to Defendants' faulty pay policies, those Class Members whose employment with  
8 Defendants has concluded were not compensated for each and every hour worked at the appropriate  
9 rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums  
10 were certain at the time of termination within seventy-two hours of their resignation and have failed to  
11 pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

12 117. As a result, Defendants are liable to the formerly-employed Class Members for waiting  
13 time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to  
14 Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon  
15 termination entitles an employee to recover waiting time penalties].)

16 **Ninth Cause of Action**

17 *Failure to Indemnify All Necessary Business Expenditures*

18 *(Against All Defendants)*

19 118. Plaintiff realleges and incorporates by reference all previous paragraphs.

20 119. California Labor Code Section 2802 states that employers must "indemnify" an  
21 employee for "all necessary expenditures or losses incurred by the employee in direct consequence of  
22 the discharge of his or her duties, or of his or her obedience to the directions of the employer." Likewise,  
23 Labor Code section 2804 states that "any contract or agreement, express or implied, made by any  
24 employee to waive the benefits of this article or any part thereof, is null and void, and this article shall  
25 not deprive any employee or his personal representative of any right or remedy to which he is entitled  
26 under the laws of this State."

27 120. Here, Plaintiff and the other Class Members paid out of pocket for necessary business  
28 expenditures incurred as a direct consequence and requirement of performing their job duties, including

1 the costs associated with their personal cell phone and mileage they required to perform their work.  
2 Despite knowing that Plaintiff and the other Class Members incurred these necessary business  
3 expenses, and requiring Plaintiff and the other Class Members to use such items, Defendants did not  
4 reimburse them.

5 121. Thus, Plaintiff and the other Class Members are entitled to recover the cost of such  
6 necessary business expenses, plus interest from the date each incurred such business expenses, plus  
7 fees and costs. (Lab. Code, § 2802, subds. (b), (c).)

8 **Tenth Cause of Action**

9 *Failure to Furnish Accurate Itemized Wage Statements*

10 *(Against All Defendants)*

11 122. Plaintiff realleges and incorporates by reference all previous paragraphs.

12 123. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the  
13 time of each payment to furnish an itemized wage statement in writing showing:

- 14 (1) The gross wages earned;
- 15 (2) The total hours worked by the employee;
- 16 (3) The number of piece-rate units earned and any applicable piece rate if  
17 the employee is paid on a piece rate basis;
- 18 (4) All deductions, provided that all deductions made on written orders of  
19 the employee may be aggregated and shown as one item;
- 20 (5) The net wages earned;
- 21 (6) The inclusive dates of the period for which the employee is paid;
- 22 (7) The name of the employee and only the last four digits of his or her social  
23 security number or an employee identification number other than a social  
24 security number;
- 25 (8) The name and address of the legal entity that is the employer; and
- 26 (9) All applicable hourly rates in effect during the pay period and the  
27 corresponding number of hours worked at each hourly rate by the  
28 employee.

124. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

125. Defendants also failed to include the accrued sick hours on the wage statements provided to Plaintiff and the other Class Members as required by Labor Code section 246, subdivision (i).

126. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

127. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and reasonable attorneys' fees.

### Eleventh Cause of Action

### *Failure to Pay Sick Leave*

*(Against All Defendants)*

128. Plaintiff realleges and incorporates by reference all previous paragraphs.

129. Labor Code section 246 provides that an employee who works for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. (Lab. Code, § 246, subd. (a).) These paid sick days generally accrue at a rate of not less than one hour per every 30 hours worked. (Lab. Code, § 246, subd. (b).)

130. The employer must calculate paid sick leave by using one of two calculations: **(1)** “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually

works overtime in that workweek,” or (2) “Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.” (Lab. Code, § 246, subds. (1)(1), (2).)

131. Here, Defendants employed Plaintiff and the other Class Members for 30 or more days within a year from the commencement of employment. Defendants, nevertheless failed to fully pay Plaintiff and the other Class Members for all sick pay that was lawfully earned and accrued. This resulted in Plaintiff and the other Class Members being underpaid for their lawfully-accrued sick leave, and resulted in derivative violations including, among others, of Labor Code section 201, 202, and 203, because Defendants did not pay, or timely pay, Plaintiff and the other Class Members all owing and unpaid wages for work performed by them during their employment and at the end of their employment.

132. As a consequence for violating Labor Code section 246, Plaintiff and the other Class Members have sustained damages in an amount to be established at trial, are entitled to attorneys’ fees and costs of suit, and Defendants are subject to all applicable penalties.

### **Twelfth Cause of Action**

#### *Unlawful Deduction and/or Underpayment of Wages*

#### *(Against All Defendants)*

133. Plaintiff realleges and incorporates by reference all previous paragraphs.

134. Labor Code section 221 disallows an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee."

135. Labor Code section 222 makes it unlawful to “either wilfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.”

136. Labor Code section 222.5 also states “No person shall withhold or deduct from the compensation of any employee, or require any prospective employee or applicant for employment to pay, any fee for, or cost of, any pre-employment medical or physical examination taken as a condition of employment, nor shall any person withhold or deduct from the compensation of any employee, or

1 require any employee to pay any fee for, or costs of, medical or physical examinations required by any  
2 law or regulation of federal, state or local governments or agencies thereof.”

3 137. Labor Code section 223 further states: “Where any statute or contract requires an  
4 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while  
5 purporting to pay the wage designated by statute or by contract.”

6 138. Labor Code section 224 provides: “The provisions of Sections 221, 222 and 223 shall  
7 in no way make it unlawful for an employer to withhold or divert any portion of an employee's wages  
8 when the employer is required or empowered so to do by state or federal law or when a deduction is  
9 expressly authorized in writing by the employee to cover insurance premiums, hospital or medical dues,  
10 or other deductions not amounting to a rebate or deduction from the standard wage arrived at by  
11 collective bargaining or pursuant to wage agreement or statute, or when a deduction to cover health  
12 and welfare or pension plan contributions is expressly authorized by a collective bargaining or wage  
13 agreement.”

14 139. As set forth above, Defendants violated Labor Code §§ 221, 222, 222.5, 223 and 224  
15 by making deductions from the wages of Plaintiff and Class members without their express written  
16 consent.

17 140. As a direct consequence of Defendants' violations alleged herein, Plaintiff and Class  
18 members suffered substantial harm, including the use and enjoyment of such monies, lost interest on  
19 such monies and expenses, and attorney's fees and costs in seeking to compel Defendants to fully  
20 perform their obligations under state law, all to their respective damage in amounts according to proof  
21 at trial. As a result, Plaintiff and Class Members seeks recovery of their wages unlawfully deducted,  
22 applicable penalties and injunctive relief under Labor Code as well as accrued interest, attorney’s fees,  
23 and costs as permitted.

24 **Thirteenth Cause of Action**

25 *Violations of California’s Unfair Competition Law*

26 *(Against All Defendants)*

27 141. Plaintiff realleges and incorporates by reference all previous paragraphs.  
28

1 142. Defendants have engaged and continue to engage in unfair and/or unlawful business  
2 practices in California in violation of California Business and Professions Code section 17200 through  
3 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and  
4 unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of  
5 compensation to which they are legally entitled. These practices constitute unfair and unlawful  
6 competition and provide an unfair advantage over Defendants' competitors who have been and/or are  
7 currently employing workers and attempting to do so in honest compliance with applicable wage and  
8 hour laws.

9 143. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein,  
10 Plaintiff for herself and on behalf of the Class Members, seeks full restitution of monies, as necessary  
11 and according to proof, to restore any and all monies withheld, acquired and/or converted by  
12 Defendants pursuant to Business and Professions Code sections 17203 and 17208.

13 144. The acts complained of herein occurred within the four years prior to the initiation of  
14 this action and are continuing into the present and ongoing.

15 145. Plaintiff was compelled to retain the services of counsel to file this Court action to  
16 protect her interests and those of the Class Members, to obtain restitution and injunctive relief on behalf  
17 of Defendants' current non-exempt employees and to enforce important rights affecting the public  
18 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff  
19 is entitled to recover under Code of Civil Procedure section 1021.5.

20 **VII. DEMAND FOR JURY TRIAL**

21 146. Plaintiff hereby demands trial by jury of Plaintiff's and the Class Members' claims  
22 against Defendants.

23 **VIII. PRAYER FOR RELIEF**

24 Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought  
25 against Defendants, as follows:

- 26 1. For an order certifying the proposed class;
- 27 2. For an order appointing Plaintiff as representative of the class;
- 28 3. For an order appointing Plaintiff's counsel as counsel for the class;

- 1       **4.**     For the failure to pay all minimum wages, compensatory, consequential, general, and  
2             special damages according to proof pursuant to Labor Code sections 1194, 1194.2,  
3             1197, and others as may be applicable;
- 4       **5.**     For the failure to pay split shift premiums, compensatory damages in the amount of the  
5             split shift premiums owed, as may be proven;
- 6       **6.**     For the failure to pay all overtime wages, compensatory, consequential, general, and  
7             special damages according to proof pursuant to Labor Code sections 204, 510, 1194,  
8             1198, and others as may be applicable;
- 9       **7.**     For the failure to provide rest periods and pay missed rest period premiums,  
10            compensatory, consequential, general, and special damages according to proof pursuant  
11            to Labor Code section 226.7;
- 12       **8.**     For the failure to provide meal periods and pay missed meal period premiums,  
13            compensatory, consequential, general, and special damages according to proof pursuant  
14            to Labor Code sections 226.7 and 512;
- 15       **9.**     For the failure to maintain accurate employment records, penalties pursuant to Labor  
16            Code sections 226.3, 1174.5, and others that may be applicable;
- 17       **10.**    For the failure to pay wages timely during employment, the unpaid balance of the  
18            compensation owed to Plaintiff and the other Class Members and any applicable  
19            penalties owed to them pursuant to Labor Code section 210;
- 20       **11.**    For the failure to pay all wages earned and unpaid at separation, statutory waiting time  
21            penalties pursuant to Labor Code sections 201 through 203, for the Class Members who  
22            quit or were fired in an amount equal to their daily wage multiplied by thirty days, as  
23            may be proven;
- 24       **12.**    For the failure to indemnify all necessary business expenditures, all unreimbursed  
25            business expenses, and interest thereon, that are owed, pursuant to Labor Code section  
26            2802, and attorney fees, pursuant to Labor Code section 2802, subdivision (c);  
27  
28

- 1       **13.**   For the failure to pay all sick time wages due and owed, compensatory, consequential,  
2           general, and special damages according to proof pursuant to Labor Code section 246,  
3           and others as may be applicable;
- 4       **14.**   For wages unlawfully withheld and penalties according to proof pursuant to Labor Code  
5           §§ 221, 222, 222.5, 223, 224 and 225.5.
- 6       **15.**   For the violations of California’s Unfair Competition Law, restitution to Plaintiff and  
7           the other Class Members of all money and/or property unlawfully acquired by  
8           Defendants by means of any acts or practices declared by this Court to be in violation  
9           of Business and Professions Code sections 17200 through 17210;
- 10      **16.**   Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6  
11          and Civil Code sections 3287 and 3289;
- 12      **17.**   On all causes of action for which attorneys’ fees may be available, for attorneys’ fees  
13          and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure  
14          section 1021.5, and others as may be applicable;
- 15      **18.**   For an order enjoining Defendants, and each of them, and their agents, servants, and  
16          employees, and all persons acting under, in concert with, or for them, from acting in  
17          derogation of any rights or duties adumbrated in this complaint; and
- 18      **19.**   For such other and further relief, this Court may deem just and proper.

19  
20   Dated: February 7, 2025

**MELMED LAW GROUP P.C.**



**LYNSEY D. JOHNSON**

Attorneys for Plaintiff and the Putative Class