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March 26, 2025

Via Online Submission

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

All Saintsidence Opco, LLC
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

**Via Certified U.S. Mail – Return
Receipt Requested**

PACS Group, Inc.
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Re: Notice Pursuant to California Labor Code § 2699.3 and § 2810.3(d)

Employee: Rim Welday

Employers: All Saintsidence Opco, LLC; PACS Group, Inc.

To Whom It May Concern:

This office represents Rim Welday (“Ms. Welday”), who was jointly employed by All Saintsidence Opco, LLC and PACS Group, Inc. (collectively, “PACS”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001, which Ms. Welday alleges PACS have violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against PACS in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against PACS. Enclosed please find a draft of Ms. Welday’s proposed complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a \$75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Welday’s demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all

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electronic files and hard-copy documents that are related to Ms. Welday's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of PACS's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Welday on behalf of herself and all other similarly-situated current and former non-exempt employees of Employers in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.¹ Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and PACS's failure to compensate its employees fully, as set forth above. In short, PACS' unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

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¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

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Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Welay and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Welay’s and other aggrieved employees’ meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted, and/or missed. PACS consistently failed to provide Ms. Welay and other aggrieved employees meal breaks. Because PACS was understaffed, Ms. Welay and other aggrieved employees’ meal breaks were often interrupted by co-workers and ventilator alarms notifying of need for immediate assistance in caring for residents. Ms. Welay and other aggrieved employees were also instructed to clock out before the fifth hour of work as to not incur meal break penalties, but employees did not end up taking their meal periods until later in the shift.

PACS further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Welay and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee’s regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Welay and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. PACS failed to authorize and permit their employees to take required rest periods. Specifically, PACS did not allow aggrieved employees to take their first rest break and required them to continue working to tend to patients. PACS also often prevented aggrieved employees from taking their second and if applicable, third rest periods in a given eight to twelve hour shift.

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Employers further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Welday and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Ms. Welday and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. PACS failed to pay Ms. Welday and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, requiring, suffering or permitting Ms. Welday and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Welday and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Welday and other aggrieved employees; failing to properly maintain Ms. Welday and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Welday and other aggrieved employees for each pay period; and other methods to be discovered.

Employers' conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Welday and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. PACS failed to compensate Ms. Welday and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Welday and other aggrieved

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employees to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Welday and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Welday and other aggrieved employees; failing to provide accurate itemized statements to Ms. Welday and other aggrieved employees for each pay period; and other methods to be discovered. PACS also failed to calculate the regular rate of pay for overtime purposes for Ms. Welday and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, PACS has refused to perform its obligations to compensate Ms. Welday and other aggrieved employees for all wages earned and all hours worked. Employers' conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

PACS failed to pay Ms. Welday and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, PACS required Ms. Welday and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and requiring Ms. Welday and other aggrieved employees to work through required meal and rest breaks without compensation. Additionally, PACS failed to pay Ms. Welday and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

PACS also failed to pay Ms. Welday and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. PACS knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Welday and other aggrieved employees overtime wages on any payday.

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Failure to Pay All Wages Due to Discharged and Quitting Employees

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

PACS willfully failed to pay accrued wages and other compensation to Ms. Welday and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because PACS required Ms. Welday and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Welday and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, PACS failed and continues to fail to pay the full earned and unpaid wages due to Ms. Welday and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

PACS failed to provide Mrs. Welday and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Welday and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

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Specifically, PACS had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, PACS knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Welday and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, PACS had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet PACS knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Welday and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). PACS also did not properly calculate the regular rate of pay of Ms. Welday and other aggrieved employees, as explained above. As a result, Ms. Welday's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

Failure to Maintain Required Records

Employers failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, PACS had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, PACS knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, PACS had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Welday and other similarly-situated individuals to take temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet PACS knowingly failed to include this time worked in the regular rate of pay of aggrieved employees. PACS also did not properly calculate the regular rate of pay of Ms. Welday and other aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. PACS failed to indemnify

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Ms. Welday and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of PACS, including but not limited to employment-related expenses such as scrubs and cell phone usage, in violation of Labor Code § 2802.

This notice is hereby given to PACS and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of PACS, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Welday's reasonable attempt to settle her dispute with PACS prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise PACS of Ms. Welday's aforementioned grievances and the proposed remedies as detailed below, while affording PACS reasonable opportunity to meet Ms. Welday's demands.

Demand is hereby made that PACS shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. PACS shall pay Ms. Welday and all other similarly-situated persons employed by Employers at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. PACS shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. PACS shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for personal protective equipment or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

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4. PACS shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employers also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. PACS shall reimburse those employees who were forced to pay for any business expenses incurred for Ms. Weday's benefit, including but not limited to scrubs and cell phone usage.

6. PACS shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

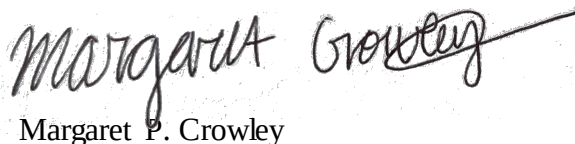
7. PACS shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. PACS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 2101 E. El Segundo Blvd., Suite 403, El Segundo, California 90245. Additionally, please advise us if the LWDA or PACS require additional information regarding Ms. Weday's allegations. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Margaret P. Crowley

Encl. [Draft] Complaint

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Attorneys for Plaintiff
RIM WELDAY, individually, and on behalf
of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

RIM WELDAY, an individual, and on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

PACS GROUP, INC., a Delaware corporation;
ALL SAINTSIDENCE OPCO, LLC, a
California limited liability company; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.:

CLASS ACTION

[DRAFT] COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff RIM WELDAY (“PLAINTIFF”), an individual, demanding a jury trial, on behalf
2 of herself and all others similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS PACS
6 GROUP, INC., a Delaware corporation; ALL SAINTSIDENCE OPCO LLC, a California limited
7 liability company; and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified to do
8 business in California and regularly conduct business in California. Further, no federal question is at
9 issue because the claims are based solely on California law.

10 2. Venue is proper in this judicial district and the County of Alameda, California
11 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
12 in the County of Alameda, DEFENDANTS maintain offices and facilities and transact business in
13 the County of Alameda, and DEFENDANTS’ illegal payroll policies and practices which are the
14 subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly
15 situated, in the County of Alameda.

16 **PLAINTIFF**

17 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
18 of DEFENDANTS during the relevant time period.

19 4. PLAINTIFF, on behalf of herself and other similarly situated current and former
20 non-exempt employees of DEFENDANTS in the State of California at any time during the four
21 years preceding the filing of this action, and continuing while this action is pending, brings this
22 class action to recover, among other things, wages and penalties from unpaid wages earned and
23 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
24 compensation, illegal meal and rest period policies, failure to indemnify employees for necessary
25 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
26 itemized wage statements, failure to maintain required records, and interest, attorneys’ fees, costs,
27 and expenses.

28 5. PLAINTIFF brings this action on behalf of herself and the following similarly

1 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt
2 employees of DEFENDANTS in the State of California at any time within the period
3 beginning four (4) years prior to the filing of this action and ending at the time this action
4 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right
5 to name additional class representatives.

6 **DEFENDANTS**

7 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant PACS
8 GROUP, INC. is, and at all times relevant hereto was, a Delaware corporation. PLAINTIFF is
9 further informed and believes, and thereon alleges, that Defendant PACS GROUP, INC. is
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, Defendant PACS GROUP, INC. maintains offices and facilities and
12 conducts business in, and engages in illegal payroll practices or policies in, the County of
13 Alameda, State of California.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant ALL
15 SAINTSIDENCE OPCO LLC is, and at all times relevant hereto was, a California limited liability
16 company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant ALL
17 SAINTSIDENCE OPCO LLC is authorized to conduct business in the State of California, and
18 does conduct business in the State of California. Specifically, Defendant ALL SAINTSIDENCE
19 OPCO LLC maintains offices and facilities and conducts business in, and engages in illegal
20 payroll practices or policies in, the County of Alameda, State of California.

21 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
22 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
23 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
24 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
25 that PLAINTIFF and CLASS MEMBERS’ injuries and damages, as alleged herein, were
26 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
27 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
28 when ascertained.

1 9. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
3 that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
4 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
5 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
6 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
7 Defendants, and each was the alter ego of the other.

8 10. Upon information and belief, at all relevant times herein, DEFENDANTS had an
9 interrelation of operations, common management, centralized control of labor relations, and
10 common ownership and financial control.

11 11. Upon information and belief, at all relevant times herein, Defendant PACS
12 GROUP, INC. was the parent corporation of and exercised financial control over Defendants
13 ALL SAINTSIDENCE OPCO, LLC.

14 12. Upon information and belief, DEFENDANTS exercised control over
15 PLAINTIFFS' and other CLASS MEMBERS' wages, hours, and working conditions by, inter
16 alia, jointly creating, implementing, and enforcing uniform wage and hour policies, practices, and
17 procedures at all of their facilities, including but not limited to the same policies regarding meal
18 periods and rest breaks, the wages to be paid to PLAINTIFFS and other CLASS MEMBERS, the
19 hours to be worked by PLAINTIFFS and other CLASS MEMBERS, and the working conditions
20 that PLAINTIFFS and other CLASS MEMBERS would be subject to, such as off-the-clock work
21 and meal and rest period policies and practices that do not comply with California law.

22 13. Upon information and belief, at all relevant times herein, DEFENDANTS shared
23 common management employees, owners, officers, and directors; DEFENDANTS used the same
24 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
25 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
26 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
27 employment application at all of their facilities; DEFENDANTS used the same new hire packets
28 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other

1 CLASS MEMBERS to sign the same acknowledgments as part of PLAINTIFFS' and other
2 CLASS MEMBERS' onboarding process; and DEFENDANTS used the same arbitration
3 agreement at all of their facilities. Upon information and belief, at all relevant times herein,
4 DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information and
5 belief, at all relevant times herein, DEFENDANTS commingled funds and other assets. Upon
6 information and belief, at all relevant times herein, DEFENDANTS received goods and services,
7 such as medical supplies, from the same businesses. Upon information and belief, at all relevant
8 times herein, DEFENDANTS shared the same agents for service of process. Upon information
9 and belief, DEFENDANTS share the same legal counsel. Upon information and belief, at all
10 relevant times herein, DEFENDANTS shared the same medical provider network and workers'
11 compensation insurance. All DEFENDANTS shared the same mailing address at 262 N
12 University Avenue Farmington, Utah 84025. All DEFENDANTS share the same Chief Executive
13 Officer, Jason Murray All DEFENDANTS share the same Chief Financial Officer, Derick Apt.
14 All DEFENDANTS share same agent for service of process, CSC – Lawyers Incorporating
15 Service.

16 14. Upon information and belief, at all relevant times herein, Defendant PACS
17 GROUP, INC. provided administrative support services to Defendants ALL SAINSIDENCE
18 OPCO LLC. Upon information and belief, such administrative support services included, but
19 were not limited to, bookkeeping and accounting, billing and collections, property maintenance,
20 human resources, and legal consulting.

21 15. Upon information and belief, at all relevant times herein, DEFENDANTS had
22 such a unity of interest and ownership that their separate personalities no longer exist. An
23 inequitable result would follow if Defendant PACS GROUP, INC. was not held liable for
24 Defendants ALL SAINSIDENCE OPCO LLC.

25 16. Upon information and belief, at all relevant times herein, DEFENDANTS
26 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
27 CLASS MEMBERS.

28 17. Upon information and belief, at all relevant times herein, DEFENDANTS retained

1 or assumed a general right of control over the hiring, direction, supervision, discipline, discharge,
2 and day-to-day aspects of the working conditions of PLAINTIFFS and other CLASS
3 MEMBERS.

4 18. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
5 CLASS MEMBERS' hiring documents stated that PLAINTIFFS and other CLASS MEMBERS
6 were employees of Defendant PACS GROUP, INC. Upon information and belief, at all relevant
7 times herein, PLAINTIFFS' and other CLASS MEMBERS' background check results were sent
8 to Defendant PAC GROUP, INC. The entity listed on PLAINTIFF WELDAY's earning statement
9 was ALL SAINTSDENCE OPCO, LLC. Accordingly, PLAINTIFF WELDAY was directly
10 employed by Defendant ALL SAINTSDENCE OPCO, LLC.

11 19. PLAINTIFF WELDAY worked for DEFENDANTS at their All Saints Sub-Acute
12 & Skilled Nursing facility, located at 1652 Mono Avenue San Leandro, California 94578.

13 20. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 21. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
27 and scope of said agency, employment and/or direction and control.

28 22. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting

1 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
2 provision regulating minimum wages or hours and days of work in any order of the Industrial
3 Welfare Commission, or Labor Code §§ 226, 226.7, 1193.6, 1194, or 2802.

4 23. As a direct and proximate result of the unlawful actions of DEFENDANTS,
5 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
6 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
7 Court.

8 **CLASS ACTION ALLEGATIONS**

9 24. This action is appropriately suited for a Class Action because:

10 a. The potential class is a significant number. Joinder of all current and former
11 employees individually would be impractical.

12 b. This action involves common questions of law and fact to the potential
13 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
14 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
15 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
16 business practices arising from such violations.

17 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
18 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
19 IWC wage order, and the Business and Professions Code.

20 d. PLAINTIFF is able to fairly and adequately protect the interests of all
21 members of the class because it is in her best interests to prosecute the claims alleged herein to
22 obtain full compensation due to them for all services rendered and hours worked.

23 **FIRST CAUSE OF ACTION**

24 **Failure to Provide Required Meal Periods**

25 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

26 **(Against all DEFENDANTS)**

27 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in the foregoing paragraphs.

1 26. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
2 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
3 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
4 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
5 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
6 § 226.7, 512 and IWC Order No. 4-2001, § 11.

7 27. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
8 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
9 not provided with a meal period, in accordance with the applicable wage order, one additional
10 hour of compensation at each employee's regular rate of pay for each workday that a meal period
11 was not provided.

12 28. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
13 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
14 MEMBERS for all hours worked during their meal periods.

15 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
16 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
17 earned and due, interest, penalties, expenses, and costs of suit.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Required Rest Periods**

20 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

21 **(Against all DEFENDANTS)**

22 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 31. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
25 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
26 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
27 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

28 32. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage

1 Order No. 16-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
2 provided with a rest period, in accordance with the applicable wage order, one additional hour of
3 compensation at each employee's regular rate of pay for each workday that a rest period was not
4 provided.

5 33. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
6 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
7 earned and due, interest, penalties, expenses, and costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Overtime Wages**

10 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

11 **(Against all DEFENDANTS)**

12 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 35. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
15 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
16 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
17 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
18 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
19 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
20 on the seventh consecutive day of work in any workweek.

21 36. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
22 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
23 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
24 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
25 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
26 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
27 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
28 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or

1 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
2 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
3 properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate
4 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
5 discovered.

6 37. In violation of California law, DEFENDANTS have knowingly and willfully
7 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
8 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
9 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
10 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
11 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
12 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

13 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
14 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
15 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
16 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
17 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
18 expenses, and costs of suit.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Pay Minimum Wages**

21 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

22 **(Against all DEFENDANTS)**

23 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 40. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
26 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
27 worked in a payroll period is unlawful.

28 41. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and

1 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
2 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
3 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
4 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
5 worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
6 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
7 period; and other methods to be discovered.

8 42. DEFENDANTS' conduct described herein violates California Labor Code §§
9 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
10 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
11 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
12 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
13 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
14 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Labor Code §§ 201, 202, 203]**

18 **(Against all DEFENDANTS)**

19 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 44. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
22 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
23 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
24 and unpaid at the time of discharge are due and payable immediately.

25 45. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
26 required to pay all accrued wages due to an employee no later than 72 hours after the employee
27 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
28 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

46. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

47. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

48. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

49. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No.5-2001, § 7]

(Against all DEFENDANTS)

50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

51. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

1 52. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
2 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
3 statements in accordance with California Labor Code § 226(a).

4 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
5 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
6 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
7 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
8 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
9 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
10 California Labor Code § 226(e), as well as other available remedies.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
13 **Duties**

14 **[Cal. Labor Code § 2802]**

15 **(Against all DEFENDANTS)**

16 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 55. California Labor Code § 2802(a) requires an employer to indemnify an employee
19 for all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties, or of his or her obedience to the directions of the employer.

21 56. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
22 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
23 in direct consequence of the discharge of their duties while working under the direction of
24 DEFENDANTS, including but not limited to expenses for scrubs and cell phone usage, and other
25 employment-related expenses, in violation of California Labor Code § 2802.

26 57. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
28 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to

1 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
2 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
3 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
4 available remedies.

5 **EIGHTH CAUSE OF ACTION**

6 **Unfair and Unlawful Business Practices**

7 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

8 **(Against all DEFENDANTS)**

9 58. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 59. Each and every one of DEFENDANTS' acts and omissions in violation of the
12 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
13 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
14 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
15 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
16 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
17 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
18 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
19 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
20 under California Business and Professions Code § 17200 et seq.

21 60. DEFENDANTS' violations of California wage and hour laws constitute a business
22 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
23 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
24 CLASS MEMBERS.

25 61. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
26 rest periods, and other benefits as required by the California Labor Code, the California Code of
27 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
28 record, report, and pay the correct sums of assessment to the state authorities under the California

1 Labor Code and other applicable regulations.

2 62. As a result of DEFENDANTS' unfair and unlawful business practices,
3 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
4 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
5 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
6 MEMBERS.

7 63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
8 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
9 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
10 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
11 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
12 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
13 jurisdiction of this Court.

14 **NINTH CAUSE OF ACTION**

15 **Representative Action for Civil Penalties**

16 **[Cal. Labor Code §§ 2698–2699.5]**

17 **(Against All DEFENDANTS)**

18 64. PLAINTIFF incorporates herein by specific reference as though fully set forth the
19 allegations in all preceding paragraphs, with exception of the allegations in paragraph 24 and the
20 subparagraphs thereto.

21 65. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
22 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
23 current and former employees of DEFENDANTS during the relevant statutory period pursuant to
24 the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other
25 aggrieved employees were employed by DEFENDANTS and the alleged violations of the
26 California Labor Code were committed against PLAINTIFF and other aggrieved employees.

27 66. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
28 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not

1 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
2 IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the
3 violations set forth above during the relevant statutory period, including but not limited to
4 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194,
5 1197, 1198, and 2802. PLAINTIFF and other aggrieved employees are also entitled to an award
6 of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(k)(1).

7 67. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
8 March 26, 2025 by online filing to the California Labor and Workforce Development Agency
9 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
10 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
11 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
12 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

13 68. Therefore, PLAINTIFF has complied with all of the requirements set forth in
14 California Labor Code § 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
17 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
18 and each of them, as follows:

- 19 1. For compensatory damages in an amount to be ascertained at trial;
- 20 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
21 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 22 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
23 and IWC Wage Order No. 5-2001;
- 24 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 25 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
26 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
27 from engaging in the unlawful business practices complained of herein;
- 28 6. For waiting time penalties pursuant to California Labor Code § 203;

1 7. For statutory and civil penalties according to proof, including but not limited to all
2 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

3 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
4 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
5 provision providing for pre-judgment interest;

6 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
7 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
8 provisions providing for attorneys’ fees and costs;

9 10. For declaratory relief;

10 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
11 Seventh, and Eighth Causes of Action as a class action;

12 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF’S
13 counsel as class counsel; and

14 13. For such further relief that the Court may deem just and proper.

15 DATED: March 26, 2025

16 Respectfully submitted,

17 MATERN LAW GROUP, PC

18
19 By: _____

20 MATTHEW J. MATERN
21 MATTHEW W. GORDON
22 MARGARET P. CROWLEY
23 Attorneys for Plaintiff
24 RIM WELDAY, individually, and on behalf
25 of all others similarly situated
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DATED: March 26, 2025

MATERN LAW GROUP, PC

MATTHEW J. MATERN
MATTHEW W. GORDON
MARGARET P. CROWLEY
Attorneys for Plaintiff
RIM WELDAY, individually, and on behalf
of all others similarly situated