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County of San Diego
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Clerk of the Superior Court
By C. Drakes ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

THERESA MCGOWAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SYNOVATION MEDICAL GROUP, a
California corporation; SYNOVATION
HOLDINGS LLC, a Delaware limited liability
company; OLIOS HEALTH LLC, a Delaware
limited liability company, OLIOS HOLDINGS
INC., a Delaware corporation; SURGERY
CENTER OF SAN DIEGO LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 25CU027076C

*Unlimited Civil
Amount Exceeds \$35,000*

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

- 1. FAILURE TO PROVIDE COMPLIANT MEAL PERIODS OR COMPENSATION IN LIEU THEREOF;**
- 2. FAILURE TO PROVIDE COMPLIANT REST PERIODS OR COMPENSATION IN LIEU THEREOF;**
- 3. FAILURE TO PAY MINIMUM AND REGULAR WAGES;**
- 4. FAILURE TO PAY OVERTIME WAGES;**
- 5. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS;**
- 6. FAILURE TO PAY ALL WAGES OWED UPON TERMINATION;**
- 7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 et seq.; and**
- 8. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE § 2698 et seq.**

DEMAND FOR JURY TRIAL

Plaintiff Theresa McGowan (“Plaintiff”), by and through her attorneys of record, brings this action on behalf of herself and all others similarly situated, against Defendants Synovation Medical Group, Synovation Holdings LLC, Olios Health LLC, Olios Holdings Inc., Surgery Center of San Diego LLC, and Does 1 through 50, inclusive, (collectively, “Defendants”) on the following grounds:

INTRODUCTION

1. This class and representative Private Attorneys General Act of 2004 (“PAGA”) action is brought on behalf of all current and former nonexempt employees of Defendants in the state of California.

2. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern and practice of violating the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants have increased their profits by violating state wage and hour laws by, among other things:

- a. Failing to provide compliant meal periods or compensation in lieu thereof;
- b. Failing to provide compliant rest periods or compensation in lieu thereof;
- c. Failing to pay minimum and regular wages;
- d. Failing to pay overtime wages;
- e. Failing to provide accurate, itemized wage statements;
- f. Failing to pay all wages owed upon termination of employment;
- g. Failing to maintain accurate employment records; and
- h. Engaging in unlawful, unfair, and fraudulent business practices.

4. By and through this class action, Plaintiff seeks to recover all available remedies, including, but not limited to, damages, restitution, penalties, and injunctive relief, as well as reasonable attorneys’ fees and litigation costs, as provided under California law.

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

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JURISDICTION AND VENUE

6. Pursuant to Code of Civil Procedure section 382 and Business and Professions Code section 17203, Plaintiff brings this action on behalf of herself, and on behalf of all persons within the Class, as defined below.

7. The Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants are licensed to do business, and are actually doing business, in the state of California. The amount in controversy, exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional amount for this Court.

8. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395 and 395.5 because many of the acts, conduct, and events alleged herein occurred in this county. Defendants transact business in San Diego County, and are otherwise within this Court's jurisdiction for purposes of service of process.

9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

10. Plaintiff Theresa McGowan is, and at all times relevant to this complaint was, an adult individual residing in San Diego County, in the state of California. Plaintiff was employed by Defendants as a medical receptionist in an hourly, nonexempt capacity from January 2025 to February 28, 2025.

11. Defendant Synovation Medical Group is a California corporation authorized to do business, and is actually doing business, in the state of California. Synovation Medical Group is a privately owned medical group with more than 20 facilities throughout the state of California and offers collaborative multidisciplinary pain management programs.

12. Defendant Synovation Holdings LLC is a Delaware limited liability company authorized to do business, and is actually doing business, in the state of California.

13. Defendant Olios Health LLC is a Delaware limited liability company authorized to do business, and is actually doing business, in the state of California.

14. Defendant Olios Holdings Inc. is a Delaware corporation authorized to do business, and is

1 actually doing business, in the state of California.

2 15. Defendant Surgery Center of San Diego LLC is a California limited liability company
3 authorized to do business, and is actually doing business, in the state of California.

4 16. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant
5 to this complaint, were and are employers, as defined in and subject to the Labor Code and applicable
6 IWC Wage Order, whose employees were and are engaged throughout this county and the state of
7 California.

8 17. The true names and capacities, whether individual, corporate, subsidiary, partnership,
9 associate, or otherwise of Doe Defendants 1 through 10, are unknown to Plaintiff, who therefore sues
10 these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will
11 amend her complaint to allege the true names and capacities of Does 1 through 10 when they are
12 ascertained.

13 18. At all times relevant to this complaint, acts alleged to have been done by Defendants are
14 also alleged to have been done by the unascertained defendants mentioned above, and by each of their
15 agents and employees who acted within the scope of their agency and/or employment.

16 19. At all times relevant to this complaint, the acts and omissions of each of the defendants
17 concurrently contributed to the various acts and omissions of each and every one of the other defendants
18 in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the defendants
19 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained
20 of herein.

21 **GENERAL FACTUAL ALLEGATIONS**

22 20. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs, as though fully set forth herein.

24 21. Plaintiff Theresa McGowan was employed by Defendants as a medical receptionist from
25 January 2025 to February 28, 2025. As a medical receptionist, Plaintiff's primary job duties included
26 greeting patients and checking them in for their appointments, answering the telephone, ensuring that all
27 required forms were filled out correctly, and directing incoming correspondence to the appropriate
28 department. Plaintiff was classified as a nonexempt, hourly employee and was paid on a biweekly basis.

22. Plaintiff alleges that throughout the course of her employment, she and other nonexempt employees were routinely denied off-duty, uninterrupted meal and rest periods, as required under California law. On the occasions Plaintiff tried to take a rest break, she was usually called back to her desk to assist patients or medical staff. Similarly, although Plaintiff was required to clock out for a 30-minute meal period each shift, she often had to stay at her desk because she was the only receptionist scheduled. While clocked out, Plaintiff would continue to answer the phone and assist patients.

23. Plaintiff contends that Defendants failed to pay her and other nonexempt employees minimum wage in accordance with California law. Under Labor Code section 1182.14, the minimum wage for covered health care employees throughout Plaintiff's employment was \$21 per hour. Plaintiff's offer letter and payroll records, however, show that she was paid \$20 per hour – a dollar less than the applicable minimum wage. This undoubtedly violates Labor Code section 1182.14, as well as sections 1194, and 1197.1.

24. Plaintiff alleges that she and other nonexempt employees routinely worked in excess of eight hours in a workday, but Defendants failed to pay them overtime in accordance with California law. Not only did Defendants fail to compensate employees for time spent performing work during their meal periods, but by paying Plaintiff and other employees less than the applicable minimum wage, the overtime that Defendants did pay was also paid at the incorrect rate. Indeed, Plaintiff's payroll records show her overtime was paid at \$30 per hour, or \$1.50 per hour less than she was entitled to.

25. Over the course of her employment, Plaintiff and other nonexempt employees were provided with wage statements that failed to include Defendants' name or address. Rather, they simply included a street address and suite number with no company name, city, state or ZIP Code. This is particularly problematic because documents in Plaintiff's personnel file list her employer as being any one of four different entities. In addition, because Defendants paid less than the applicable minimum and overtime wages for all hours worked, the wage statements did not include the actual gross and net wages earned, or all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate. Plaintiff contends that this violates Labor Code section 226(a).

26. Plaintiff's employment was unilaterally terminated by Defendants on February 28, 2025. However, she was not paid the wages she was owed until March 6, 2025 – Defendants' regular biweekly

1 payday. Moreover, while Defendants paid Plaintiff her regular and overtime wages, they were paid at less
2 than the applicable minimum wage and overtime rates. In addition, to date, Plaintiff has not been paid for
3 missed meal and rest periods or for work she performed while off-the-clock. Plaintiff contends that she
4 and other nonexempt employees are entitled to waiting time penalties under Labor Code section 203.
5 Section 203 provides: “If an employer willfully fails to pay . . . any wages of an employee who is
6 discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
7 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for
8 more than 30 days.”

9 27. Plaintiff alleges that Defendants’ acts and omissions described herein have caused harm to
10 Plaintiff and other nonexempt employees. Plaintiff further contends that Defendants have knowingly and
11 intentionally engaged in systemic violations of the Labor Code and IWC Wage Orders by maintaining
12 policies and practices that are inconsistent with their obligations under California law.

13 **CLASS ACTION ALLEGATIONS**

14 28. Plaintiff realleges and incorporates by reference all of the allegations contained in the
15 preceding paragraphs, as though fully set forth herein.

16 29. Plaintiff brings this action behalf of herself and all others similarly situated, and therefore
17 seeks class certification under Code of Civil Procedure section 382.

18 30. Plaintiff’s proposed classes are defined as follows:

19 The Class

20 All current and former nonexempt employees who were employed by
21 Defendants in the state of California during the four years immediately
22 preceding the filing of the complaint through the date of judgment in this
action.

23 Waiting Time Penalties Subclass

24 All members of the Class, whose employment with Defendants ended at
25 any time from three years prior to the filing of the complaint, through the
present.

26 31. Members of the Class described above will be collectively referred to as “class members.”
27 Plaintiff reserves the right to establish other or additional subclasses, or modify any Class or Subclass
28 definition, as appropriate based on investigation, discovery and specific theories of liability.

32. This action has been brought and may properly be maintained as a class action because there are common questions of law and fact as to the Class that predominate over questions affecting only individual members, including, but not limited to:

- a. Whether Defendants failed to provide Plaintiff and other class members legally compliant meal periods or compensation in lieu thereof;
- b. Whether Defendants failed to provide Plaintiff and other class members legally compliant rest periods or compensation in lieu thereof;
- c. Whether Defendants failed to pay Plaintiff and other class members minimum wages in compliance with California law;
- d. Whether Defendants failed to pay Plaintiff and other class members overtime in compliance with California law;
- e. Whether Defendants failed to provide Plaintiff and other class members accurate, itemized wage statements;
- f. Whether Defendants failed to pay Plaintiff and other class members wages due upon termination of employment;
- g. Whether Plaintiff and other class members are entitled to waiting time penalties for Defendants' failure to pay all wages due upon termination of employment; and
- h. Whether Defendants' policies and practices violate Business and Professions Code section 17200 et seq., which broadly prohibits unlawful, unfair or fraudulent business practices.

33. There is a well-defined community of interest in this litigation and the Class is readily ascertainable:

- a. **Numerosity:** The members of the Class are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 50 individuals. The identity of the class members is readily ascertainable by inspection of Defendants' employment and payroll records.
- b. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because

Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendants' common course of conduct, as alleged herein.

- c. **Adequacy:** Plaintiff is qualified to represent the Class and is ready and willing to take the time necessary to help prosecute this case. Plaintiff has no conflicts that will prevent her from fairly and adequately representing and protecting the interests of the Class. In addition, Plaintiff's attorneys, as proposed class counsel, are competent and highly experienced in litigating employment class actions and are well-versed in the rules governing class action discovery, certification and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.
- d. **Superiority:** The nature of this action makes class action adjudication superior to other methods because individual joinder of all class members is impractical. A class action will achieve economies of time, effort and expense as compared to a series of separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.
- e. **Public Policy Considerations:** California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

PRIVATE ATTORNEYS GENERAL ACT OF 2004 DESIGNATION

34. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

35. By and through this enforcement action, Plaintiff intends to represent the following aggrieved employees.

All current and former nonexempt employees who were employed by Defendants in the state of California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint, through and including the last date of trial (hereinafter the “PAGA Period”).

36. Pursuant to Labor Code section 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated 65% to the LWDA and 35% to the aggrieved employees, pursuant to Labor Code section 2699(m).

37. Plaintiff is an “aggrieved employee” under PAGA because she was employed by the alleged violator, Defendants, and experienced each of the alleged violations outlined herein, and therefore is properly suited to represent the interests of other nonexempt employees. *See Huff v. Securitas Security Services, USA, Inc.*, 23 Cal. App. 5th 745, 751, 761 (2018); *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 519 (2018).

38. Pursuant to Labor Code section 2698 et seq., Plaintiff has exhausted her administrative remedies because she complied with the notice requirements outlined in Labor Code section 2699.3. On March 14, 2025, Plaintiff submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate the alleged violations. Therefore, Plaintiff has the right to pursue, and does so pursue, the asserted claims in a representative capacity pursuant to Labor Code section 2699.

39. As set forth herein, Defendants have committed, and continue to commit, violations for

1 which the Labor Code and applicable IWC Wage Order entitle Plaintiff, in her representative capacity, to
2 recover, on behalf of herself, all other nonexempt employees, the State of California, and the general
3 public, civil penalties as well as attorneys' fees and costs from Defendants for the alleged violations.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Compliant Meal Periods or Compensation In Lieu Thereof**

7 **(By Plaintiff, Individually and on Behalf of the Class, Against All Defendants)**

8 40. Plaintiff realleges and incorporates by reference all of the allegations contained in the
9 preceding paragraphs, as though fully set forth herein.

10 41. Labor Code section 512(a) provides:

11 An employer may not employ an employee for a work period of more than
12 five hours per day without providing the employee with a meal period of
13 not less than 30 minutes, except that if the total work period per day of the
14 employee is no more than six hours, the meal period may be waived by
15 mutual consent of both the employer and employee. An employer may not
16 employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

17 42. A meal period generally comports with the requirements under California law if the
18 employee (1) has at least thirty (30) minutes uninterrupted, (2) is free to leave the premises, and (3) is
19 relieved of all duty for the entire period. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th
20 1004, 1036 (2012). Additionally, "an employer may not undermine formal policy of providing meal breaks
21 by pressuring employees to perform their duties in ways that omit breaks." *Id.* at 1040.

22 43. Labor Code section 226.7(b) states, "[a]n employer shall not require an employee to work
23 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
24 regulation, standard, or order of the Industrial Welfare Commission" Labor Code section 226.7(c)
25 further provides:

26 If an employer fails to provide an employee a meal or rest or recovery period
27 in accordance with a state law . . . the employer shall pay the employee one
28 additional hour of pay at the employee's regular rate of compensation for
each workday that the meal or rest or recovery period is not provided.

44. Plaintiff alleges that while she and other nonexempt employees were routinely not provided legally compliant meal periods, as a matter of policy and practice, Defendants did not pay an additional hour of pay for each workday that a meal period was not provided. This violates California law. In addition, because Defendants failed to pay the applicable minimum wage for covered health care employees, when class members were paid an additional hour of pay, it was often at the incorrect hourly rate.

45. As a result of Defendants' unlawful policies and practices, Plaintiff and the other class members are entitled to recover unpaid premium wages and prejudgment interest on the amount of premium wages owed, as well as reasonable attorneys' fees and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods or Compensation In Lieu Thereof

(By Plaintiff, Individually and on Behalf of the Class, Against All Defendants)

46. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

47. The "Rest Periods" section of IWC Wage Order No. 5-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

48. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 267, 269 (2016).

49. In pertinent part, Labor Code section 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the

Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

50. Plaintiff alleges that while she and other nonexempt employees were often not provided off-duty, uninterrupted rest periods, Defendants failed to compensate them in accordance with California law. As above, even when Defendants did pay an additional hour of wages, it was often at the incorrect rate because Defendants paid Plaintiff and other employees less than the applicable minimum wage for covered health care employees.

51. Under Labor Code sections 218.5, 218.6, and 226.7, Plaintiff and the other members of the Class are entitled to recover unpaid premium wages, interest thereon, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Minimum Wage

(By Plaintiff, individually and on behalf of the Class, Against All Defendants)

52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

53. Under Labor Code section 1197, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage and the minimum so fixed is unlawful."

54. Labor Code section 1198 states,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

55. The "Minimum Wages" section of the applicable IWC Wage Order further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less

1 than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration
2 is measured by time, piece, commission, or otherwise.”

3 56. Labor Code section 1194(a) states that “... any employee receiving less than the legal
4 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
5 civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
6 including interest thereon, reasonable attorney’s fees, and costs of suit.”

7 57. Labor Code section 1194.2(a) states in part,

8 In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages
9 because of the payment of a wage less than the minimum wage fixed by the
10 commission or by statute, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully unpaid and
interest thereon.

11 58. Labor Code section 210 provides that any person who fails to pay wages as provided in
12 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a
13 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
14 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
15 the amount unlawfully withheld, in addition to any other penalty.

16 59. Labor Code section 1197.1 subjects any employer or other person acting either individually
17 or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a
18 wage less than the minimum fixed by an applicable state or local law, or by an order of the commission
19 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable
20 penalties imposed pursuant to sections 203 as follows:

21 (1) For any initial violation that is intentionally committed, one hundred
22 dollars (\$100) for each underpaid employee for each pay period for which
23 the employee is underpaid. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to
Section 1194.2, and any applicable penalties imposed pursuant to Section
25 203. (2) For each subsequent violation for the same specific offense, two
26 hundred fifty dollars (\$250) for each underpaid employee for each pay
27 period for which the employee is underpaid regardless of whether the initial
28 violation is intentionally committed. This amount shall be in addition to an
amount sufficient to recover underpaid wages, liquidated damages pursuant
to Section 1194.2, and any applicable penalties imposed pursuant to Section
203. (3) Wages, liquidated damages, and any applicable penalties imposed
pursuant to Section 203, recovered pursuant to this section shall be paid to

the affected employee.

60. Under Labor Code section 1182.14, as of October 16, 2024, the applicable minimum wage for covered health care workers is \$21 per hour. Plaintiff's offer letter and wage statements, however, show that she was paid \$20 per hour – one dollar less than the minimum hourly wage.

61. In addition, Plaintiff alleges that she and other nonexempt employees were frequently required to perform work, including assisting patients and answering the telephone, prior to being clocked in, after they were clocked out, and while they were clocked out for a meal period.

62. Having not been properly paid for all hours worked or spent under the control of Defendants, Plaintiff and other members of the Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, which will be ascertained according to proof at trial.

63. Plaintiff and other members of the Class are entitled to recover all unpaid wages, penalties, interest and liquidated damages under Labor Code sections 210, 218.6, 1182.14, 1194(a), 1194.2, and 1197.1.

64. Plaintiff and other members of the Class are also entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages

(By Plaintiff, Individually and on Behalf of the Class, Against All Defendants)

65. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

66. Labor Code section 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay. Nothing

in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

67. The “Hours and Days of Work” section in Industrial Welfare Commission Wage Order No. 5-2001, which regulates the healthcare industry, has the same requirements as Labor Code section 510.

68. Labor Code section 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

69. Here, Plaintiff alleges that Defendants’ failure to pay her and other nonexempt employees the applicable minimum wage for all hours worked also deprives them of overtime pay they are entitled to. Indeed, Plaintiff’s payroll records show that on the occasions she was paid overtime, it was paid at less than one and one-half times the applicable minimum wage.

70. Plaintiff and the Class are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory penalties, and attorneys’ fees and costs to the extent permitted by law.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate, Itemized Wage Statements

(By Plaintiff, Individually and on Behalf of the Class, Against All Defendants)

71. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

72. Under Labor Code section 226(a), an employer must provide an accurate itemized statement in writing showing, among other things, the gross wages earned, the total hours worked by the employee, the inclusive dates of the period for which the employee is paid, the name and address of the legal employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. Under Labor Code section 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with section 226(a) is entitled to recover the greater of all actual damages or statutory penalties in the amount of \$50 for the initial pay period in which a violation

occurs and \$100 for each violation in a subsequent pay period, up to a maximum amount of \$4,000.

74. Injury occurs where the employer fails to provide accurate information and the employee cannot promptly and easily determine the name and address of the employer, the total number of hours worked, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. (Lab. Code § 226(e)(2)(A)-(B).)

75. Labor Code section 226(e)(2)(C) explains that the phrase “promptly and easily determine” means that “a reasonable person would be able to readily ascertain the information without reference to other documents or information.”

76. The wage statements Defendants provide to their employees do not comply with California law because they do not accurately reflect the name and address of the employer, the total hours worked, the applicable hourly rates and the corresponding number of hours worked, and the gross wages earned by each employee. Not only do the wage statements that Defendants provided Plaintiff not include all of the hours she worked or the wages she earned, they also do not include the name of the employer or the employer’s full address. Instead, they simply provide a street address and suite number. As such, Plaintiff and members of the putative class were unable to determine the name of the employer or ascertain whether or not they were paid for all work performed without referencing other documents or outside information.

77. Defendants’ unlawful policies and practices, as alleged herein, violate Labor Code section 226(a) and entitle Plaintiff and the Class to recover statutory damages, as well as reasonable attorneys’ fees and costs.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Termination

(By Plaintiff, Individually and on Behalf of the Waiting Time Penalties Subclass, Against All Defendants)

78. Plaintiff re-alleges and incorporates by reference the preceding paragraphs, as though fully set forth herein.

79. Labor Code section 201(a) states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

80. Under Labor Code section 202(a):

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

81. Labor Code section 203 further provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

82. As set forth above, Defendants terminated Plaintiff's employment on February 28, 2025. However, Plaintiff was not paid the wages she was owed until the next regular pay day on March 6, 2025. While Defendants paid Plaintiff her regular and overtime wages, they were paid at less than the applicable minimum wage and overtime rates. Moreover, to date, Plaintiff has not been paid for missed meal and rest periods, nor for work she performed while off-the-clock.

83. Plaintiff alleges that Defendants willfully failed to pay her and, on information and belief, other members of the Waiting Time Penalties Subclass, all wages due and owing to them, including minimum wages, overtime wages, and premium pay for missed meal and rest periods.

84. As a consequence of Defendants' willful and deliberate refusal to tender such wages, Plaintiff and the other affected members of the Class are entitled to 30 days' wages as a waiting time penalty pursuant to Labor Code section 203.

85. Pursuant to Labor Code section 218.5, Plaintiff and the Class are also entitled to seek, and do seek, an award of their reasonable attorneys' fees and costs incurred in prosecuting this matter.

SEVENTH CAUSE OF ACTION

Violation of Business and Professions Code section 17200 et seq.

(By Plaintiff, Individually and on Behalf of the Class, Against All Defendants)

86. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

87. As codified in Business and Professions section 17200 et seq., California’s Unfair Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or practice.”

88. The UCL permits a cause of action to be brought if a practice violates some other law. In effect, the “unlawful” prong of the UCL makes a violation of the underlying law a per se violation of Business and Professions Code section 17200. *See Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 180 (1999). Virtually any law or regulation—federal or state, statutory or common law—can serve as predicate for a section 17200 violation. *See Farmers Ins. Exch. v. Superior Court*, 2 Cal. 4th 377, 383 (1992).

89. Under the UCL, a practice may be “unfair” even if not specifically proscribed by some other law. *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134, 1143 (2003) [internal citations omitted]. According to the California Supreme Court, the “unfair” standard is intentionally broad to allow courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech Commc’ns, Inc.*, 20 Cal. 4th at pp. 180-181.

90. A business act or practice is deemed “fraudulent” under section 17200 where “members of the public are likely to be deceived.” *Blakemore v. Superior Court*, 129 Cal. App. 4th 36, 49 (2005). That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id.* The “fraudulent” prong of the UCL can be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. *See Boschma v. Home Loan Ctr., Inc.*, 198 Cal. App. 4th 230, 253 (2011). Even a true statement may be unlawful under section 17200 if it is “couched in such a manner that it is likely to mislead or deceive . . . , such as by failure to disclose other relevant information.” *Id.*

91. As set forth in the preceding paragraphs, Defendants’ business practices undoubtedly violate California’s UCL.

92. As a direct and proximate result of Defendants’ unlawful, unfair, and fraudulent business practices, Plaintiff and the other members of the Class have suffered injury-in-fact and have lost wages rightfully owed to them.

93. Through its unlawful, unfair, and fraudulent conduct, Defendants have reaped, and continue to reap, benefits and profits at the expense of putative class members. Pursuant to Business and Professions Code section 17203, Defendants should be enjoined from this activity and made to disgorge

1 all ill-gotten gains and restore to Plaintiff and the other members of the Class, the wages wrongfully
2 withheld from them.

3 94. Moreover, the conduct alleged herein is continuing, and there is no indication that
4 Defendants will refrain from such activity in the future. Plaintiff believes and alleges that if Defendants
5 are not enjoined from the unlawful, unfair, and fraudulent conduct described herein, they will continue to
6 violate California's wage and hour laws and public policy. Accordingly, Plaintiff requests that the Court
7 issue a preliminary and permanent injunction.

8 **EIGHTH CAUSE OF ACTION**

9 **Violation of Private Attorneys General Act Of 2004**

10 **(By Plaintiff, In Her Representative Capacity, Against All Defendants)**

11 95. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs, as though fully set forth herein.

13 96. Plaintiff, in her representative capacity, on behalf of herself and all other nonexempt
14 employees, is entitled to and thus seeks to recover civil penalties through an enforcement action based on
15 violations of the following Labor Code or IWC Wage Order provisions:

- 16 a. Failing to provide legally compliant meal periods or timely pay premium wages for
17 noncompliant meal periods during employment in violation of Labor Code sections
18 226.7, 512, 558, and the applicable IWC Wage Order;
- 19 b. Failing to provide legally compliant rest periods or timely pay premium wages for
20 noncompliant rest periods during employment in violation of Labor Code section
21 226.7 and the applicable IWC Wage Order;
- 22 c. Failure to pay all minimum wages during employment in violation of Labor Code
23 sections 1182.14, 1194, 1197, 1198, and the applicable IWC Wage Order;
- 24 d. Failing to pay overtime at the applicable hourly rate in violation of Labor Code
25 section 510 and the applicable IWC Wage Order;
- 26 e. Failing to provide accurate, itemized wage statements in violation of Labor Code
27 section 226 and the applicable IWC Wage Order;
- 28 f. Failing to timely pay all wages due upon separation of employment in violation of

Labor Code sections 201, 202 and 203; and

g. Failing to maintain accurate employment records in violation of Labor Code sections 1174, 1174.5, and the applicable IWC Wage Order.

97. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code sections 201, 202, 203, 226, and 226.7. Plaintiff, in her representative capacity, on behalf of herself and all other nonexempt employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 2699(f).

98. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, in her representative capacity, on behalf of herself and all other nonexempt employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 558.

99. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. Plaintiff, in her representative capacity, on behalf of herself and all other nonexempt employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 1174.5.

100. Labor Code section 2699(d)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in her representative capacity, on behalf of herself and all other nonexempt employees, is entitled to, and therefore seeks, attorneys' fees and costs.

PRAYER FOR RELIEF

On behalf of herself and the putative class, Plaintiff prays for judgment against Defendants and in favor of the Class as follows:

1. For the Court to determine that this action may be maintained as a class action with the

named plaintiff as class representative;

2. For the attorneys appearing on the above caption to be named as class counsel;
3. For restitution of all monies, wages, and benefits due to Plaintiff and the other members of the Class;
4. For disgorged profits from Defendants' unlawful, unfair and fraudulent business practices;
5. For any and all statutory penalties available for the Labor Code violations alleged herein including, but not limited to, statutory penalties under Labor Code section 226(e);
6. For waiting time penalties pursuant to Labor Code section 203;
7. For reasonable attorneys' fees and litigation costs pursuant to Labor Code section 218.5, 226, 1194, and Code of Civil Procedure section 1021.5;
8. For all interest accrued to date pursuant to Labor Code section 218.6;
9. For injunctive relief as provided by the Labor Code including, but not limited to, Labor Code section 226(h), and Business and Professions Code section 17200 et seq.
10. For civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698 et seq.;
11. For appropriate equitable relief;
12. For appropriate declaratory relief; and
13. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: May 23, 2025

GRAHAM HOLLIS APC

Bv: _____

Hali M. Anderson
Dawn M. Berry
Attorneys for Plaintiff Theresa McGowan