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6 Attorneys for Plaintiffs
7 Jeremiah Rush and Melissa Bradley

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

10 JEREMIAH RUSH, as an individual, on behalf
of himself and all persons similarly situated; and
11 MELISSA BRADLEY, as an individual, on
behalf of herself and all persons similarly
12 situated,

13 Plaintiffs,

14 v.

15 PACIFIC COAST TRIAGE, LLC, a California
Limited Liability Company; AMBER
16 CHEFFINS GIRARD, an individual; JOHN
GIRARD, an individual; and DOES 1 through
17 50, inclusive,

18 Defendants.
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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Sepulveda ,Deputy Clerk

Case No.: 25CU028980C

COMPLAINT

Individual, Class, and PAGA Action

1. Failure to Timely Pay Minimum and/or Regular Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Failure to Pay Split Shift Premiums;
4. Failure to Provide Legally Compliant Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Provide Legally Compliant Meal Periods and/or Timely Pay Premium Wages;
6. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Reimburse for Necessary Business Expenses;
9. Violation of California's Unfair Competition Law;
10. Retaliation; and
11. Private Attorneys General Act.

JURY TRIAL DEMANDED

1 Plaintiffs Jeremiah Rush and Melissa Bradley (together, “Plaintiffs”), bring this action on behalf
2 of themselves and all other persons similarly situated against Defendants Pacific Coast Triage, LLC,
3 Amber Cheffins Girard, John Girard, and Does 1 through 50, inclusive, (collectively, “Defendants”) on
4 the following grounds:

5 **INTRODUCTION**

6 1. This class action and enforcement action under the Private Attorneys General Act
7 (“PAGA”) is brought by Plaintiffs on behalf of themselves and all other individuals who provided
8 telephone triage services and other healthcare services to Defendants’ clients in California during the
9 relevant period, whether classified as an independent contractor, exempt, or non-exempt, (“PCT
10 Workers”).

11 2. Plaintiff Jeremiah Rush also brings an individual claim against Defendants for retaliation.

12 3. Through this action, Plaintiffs allege that Defendants have engaged in a systematic pattern
13 of violating the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
14 (“IWC”) Wage Order.

15 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have increased
16 their profits by violating California law by, among other things:

- 17 a. Willfully misclassifying PCT Workers as independent contractors;
- 18 b. Failing to timely pay all minimum and/or regular wages during employment;
- 19 c. Failing to timely pay all overtime and/or double time wages during employment;
- 20 d. Failing to pay split shift premiums;
- 21 e. Failing to authorize and permit legally compliant rest periods and/or timely pay
22 premium wages;
- 23 f. Failing to provide the opportunity to take legally compliant meal periods and/or
24 timely pay premium wages;
- 25 g. Failing to provide paid sick leave;
- 26 h. Failing to timely pay all wages due and owing upon separation of employment
27 and/or the required waiting time penalties;
- 28 i. Failing to furnish accurate itemized wage statements;

- j. Failing to maintain accurate employment records;
- k. Failing to reimburse business expenses;
- l. Requiring employees to agree to terms or conditions known to be prohibited by law; and
- m. Engaging in unfair competition.

5. By and through this action, Plaintiffs, on behalf of themselves and all PCT Workers, seek to recover all available remedies, including, but not limited to, unpaid wages and benefits, restitution, statutory penalties, civil penalties, interest, injunctive relief, attorneys' fees, and litigation costs.

6. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiffs, which are based upon their personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

7. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382 and California Business and Professions Code ("Business and Professions Code") section 17203, Plaintiffs bring this action on behalf of themselves and all other PCT Workers.

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants conduct business in California. The amount in controversy, exclusive of interest, costs, and attorneys' fees exceeds the minimum jurisdictional amount for this Court.

9. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the actions, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiffs and other PCT Workers within the county and throughout the State of California.

10. 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.

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THE PARTIES

11. Plaintiff Jeremiah Rush (“Plaintiff Rush”) is, and at all times relevant to this complaint was, an adult individual who was hired by Defendants as a Triage Nurse in or around September 2022 to provide telephone triage services to the patients of Defendants’ clients. Plaintiff Rush was promoted to Team Lead in or around November 2023. In or around May 2024, Plaintiff Rush was promoted to Clinical Manager. Plaintiff Rush resigned from his employment with Defendants in March 2025.

12. Plaintiff Melissa Bradley (“Plaintiff Bradley”) is, and at all times relevant to this complaint was, an adult individual who was hired by Defendants as a Triage Nurse in or around May 2023 to provide telephone triage services to the patients of Defendants’ clients. Plaintiff Bradley was promoted to Team Lead in or around May 2024. Plaintiff Bradley resigned from her employment with Defendants in March 2025.

13. Defendant Pacific Coast Triage, LLC (“Defendant Pacific Coast Triage”) is a California limited liability company with its principle place of business in Encinitas, California. Defendant Pacific Coast Triage exclusively employs California licensed nurses to provide 24/7 telephone triage and other healthcare services to patients of various healthcare practitioners in California.

14. Defendant Amber Cheffins Girard is the Chief Executive Officer of Pacific Coast Triage, LLC. As the Chief Executive Officer, Defendant Amber Cheffins Girard is responsible for classifying PCT Workers as independent contractors. She is also responsible for developing and implementing company-wide policies, practices, and procedures that are applicable to PCT Workers.

15. Defendant John Girard is the Chief Operations Officer/Operations Lead of Pacific Coast Triage, LLC. As the Chief Operations Officer/Operations Lead, Defendant John Girard is responsible for classifying PCT Workers as independent contractors. He was also involved in developing and implementing policies, practices, and procedures that are applicable to PCT Workers.

16. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants Does 1 through 50, inclusive, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

1 17. Plaintiffs are informed and believe, and thereon allege, that Defendants, at all times
2 relevant to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as
3 defined therein, whose employees were and are engaged in work throughout this county within the state
4 of California.

5 18. At all times relevant to this complaint, the acts alleged to have been done and/or caused by
6 the named defendants are also alleged to have been done and/or caused by the fictitiously named
7 defendants and by each of their agents and/or employees who acted within the scope of their agency and/or
8 employment.

9 19. At all times relevant to this complaint, each named defendant, including each fictitiously
10 named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of
11 the other defendants, and in doing the things alleged herein, acted within the course and scope of such
12 agency, employment, alter-ego and/or in furtherance of the joint venture.

13 20. At all times relevant to this complaint, the acts and/or omissions of each of the defendants,
14 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
15 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
16 causing the wrongful conduct, harm, and/or damages alleged herein.

17 21. Each of the defendants, including each fictitiously named defendant, approved of,
18 condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein.

19 22. Each defendant, including each fictitiously named defendant, was and is acting with the
20 authority of each and every other defendant and/or are acting as agents of each and every other defendant
21 or Doe defendant.

22 23. At all times relevant to this complaint, there was a unity of interest and ownership between
23 each defendant, including each fictitiously named defendant, such that all defendants acted as a single
24 employer of Plaintiffs and all other PCT Workers.

25 24. At all times relevant to this complaint, each defendant, including each fictitiously named
26 defendant, exercised supervision and control over the wages, hours, and/or working conditions of
27 Plaintiffs and all other PCT Workers, including, but not limited to, implementing standard policies and
28 procedures.

25. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, was the employer or other person acting on behalf of the employer, within the meaning of Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

26. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, caused PCT Workers, including Plaintiffs, to work and/or prevented Plaintiffs and other PCT Workers from working.

27. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, had control over the PCT Workers, including Plaintiffs.

28. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

29. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

30. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

31. Plaintiff Rush was employed by, or otherwise performed work for, Defendants from approximately September 2022 to March 2025. During his tenure with Defendants, Plaintiff Rush performed work as a Triage Nurse, Team Lead, and Clinical Manager. At all relevant times, Plaintiff Rush was primarily responsible for providing telephone triage services to the patients of Defendants' clients and ensuring that Triage Nurses were following Defendants' policies, practices, and procedures. Defendants classified Plaintiff Rush as an independent contractor. Defendants were to pay Plaintiff Rush in accordance with the Independent Contractor Agreement on a bi-weekly basis.

32. Plaintiff Bradley was employed by, or otherwise performed work for, Defendants from approximately May 2023 to March 2025. Plaintiff Bradley performed work as a Triage Nurse and Team Lead during her tenure with Defendants. At all relevant times, Plaintiff Bradley was primarily responsible for providing telephone triage services to the patients of Defendants' clients and ensuring that Triage Nurses were following Defendants' policies and procedures. Defendants classified Plaintiff Bradley as an independent contractor. Defendants were to pay Plaintiff Bradley in accordance with the Independent

1 Contractor Agreement on a bi-weekly basis.

2 33. Defendant Pacific Coast Triage operates out of an office in Encinitas, California.
3 Defendant Pacific Coast Triage exclusively employs California licensed nurses to provide 24/7 telephone
4 triage and other healthcare services to patients of various healthcare practitioners in California. Defendant
5 Pacific Coast Triage classifies the California licensed nurses who provide triage and other healthcare
6 services as independent contractors.

7 34. Defendant Amber Cheffins Girard is the Chief Executive Officer of Pacific Coast Triage,
8 LLC. As the Chief Executive Officer, Defendant Amber Cheffins Girard is responsible for classifying
9 PCT Workers as independent contractors and creating the Independent Contractor Agreement. She is also
10 responsible for developing and implementing company-wide policies, practices, and procedures that are
11 applicable to PCT Workers, such as the Pacific Coast Triage Service Contractor Information/Policies
12 (“Contractor Handbook”).

13 35. Defendant John Girard is the Chief Operations Officer/Operations Lead of Pacific Coast
14 Triage, LLC. Defendant John Girard is also responsible for classifying PCT Workers as independent
15 contractors and assisted in the creation of the Independent Contractor Agreement. He was also involved
16 in developing and implementing the Contractor Handbook.

17 36. At all times relevant to this complaint, the policies, practices, and procedures applicable to
18 Plaintiffs were applicable to all other PCT Workers.

19 37. Defendants hire PCT Workers to provide telephone triage services and other healthcare
20 services to the patients of various healthcare practitioners in California.

21 38. PCT Workers provide telephone triage services and other healthcare services to the patients
22 of Defendants’ clients in California.

23 39. Defendants classify PCT Workers as independent contractors.

24 40. Defendants require PCT Workers, as a condition of their employment, to sign an
25 Independent Contractor Agreement.

26 41. Defendants are to pay PCT Workers in accordance with the Independent Contractor
27 Agreement.

28 42. According to the Independent Contractor Agreement, PCT Workers are to be paid per

1 call. For instance, as of 2023, Defendants were to pay PCT Workers as follows: \$50 base per five-hour
2 shift guarantee for 0-5 calls, an additional \$10 per call for 6-13 calls, and \$150 for 14 or more calls.

3 43. Defendants usually pay PCT Workers on a bi-weekly basis.

4 44. Defendants have a common practice of willfully misclassifying Plaintiffs and other PCT
5 Workers as independent contractors.

6 45. Defendants exercise and maintain direction and control over the work of Plaintiffs and
7 other PCT Workers despite classifying them as independent contractors.

8 46. Defendants require PCT Workers to have a current Registered Nursing license with the
9 California Department of Consumer Affairs and insurance through the Nurses Services Organization.

10 47. Defendants require PCT Workers to follow Defendants' standard operating procedures
11 when performing work for them as well as other policies, procedures, and practices outlined in the
12 Contractor Handbook.

13 48. Defendants provide direction to PCT Workers on how to conduct various activities, such
14 as how to communicate with patients, physicians, and answering services; how to return phone calls; how
15 to handle prescription refills; how to complete documentation and progress notes; how to handle patients
16 presenting to urgent care, the emergency room, and hospitals admission; and how to brief the oncoming
17 nurse/next shift.

18 49. Defendants require PCT Workers to go through an initial orientation. Defendants evaluate
19 PCT Workers at the end of the orientation period for "competency." PCT Workers are then evaluated at
20 nine months to determine "proficiency."

21 50. Defendants use metrics to evaluate the performance of PCT Workers, including, but not
22 limited to, monthly audits. Monthly audits assess things such as clinical judgment, professionalism and
23 documentation. Defendants would provide PCT Workers with an email summarizing their audit results
24 and providing feedback at the end of the month.

25 51. Defendants document employee performance and discipline through "Employee
26 Conversation Forms" and "Corrective Action Plans."

27 52. Defendants require team leads to complete a quiz to demonstrate their understanding of
28 Defendants policies, practices, and procedures.

53. Defendants create PCT Worker schedules and require them to work their designated schedule, including, but not limited to, daytime weekend shifts and holidays.

54. Defendants mandate that PCT Workers request time off in advance.

55. PCT Workers are required to use Defendants' secure online system.

56. PCT Workers are to perform their duties from a private workspace, such as their own office or residence.

57. Defendants use a "point" system as a disciplinary tool. Points are allocated for things like unexcused absences, tardiness, leaving early, and not responding to contacts on Flock, which is a team messaging platform. A cumulation of 2 points results in a verbal warning, 3 points results in a written/final warning, and 5 points results in termination.

58. Defendants require PCT Workers, as a condition of their employment, to agree to a non-solicitation clause, which prohibits PCT Workers from soliciting or employing any person who is employed by the Company during their employment and for one year thereafter.

59. PCT Workers do not regularly engage in an independently established business, trade, or occupation of the same nature that involves the same work performed for Defendants.

60. Defendants deprive PTC Workers from the rights, privileges, and benefits afforded to them under the Labor Code and IWC Wage Orders.

61. Defendants have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance during employment.

62. Defendants regularly schedule PCT Workers to work shifts between four and nine hours in length, and sometimes multiple shifts per day.

63. PCT Workers earned less than \$10 per hour when they worked a single five-hour shift in a day and received five or less calls.

64. Defendants have a practice not paying PCT Workers for the actual time they were engaged in work or the time spent under the control of Defendants.

65. Defendants required PCT Workers to attend pre-shift Huddle meetings to review updates and expectations. Defendants did not compensate PCT Workers for attending pre-shift Huddle meetings.

66. Defendants require PCT Workers to be logged on ready to accept calls at the start of their

1 shift, but do not compensate them for the time they spend booting up and logging onto Defendants'
2 systems.

3 67. Defendants do not compensate PCT Workers for the time they spend reviewing and
4 responding to work-related communications, the time they spend completing progress notes, the time they
5 spend engaging in administrative duties, the time they spend on other non-productive time, and the time
6 for legally required rest periods.

7 68. Defendants require PCT Workers to review training materials and Defendants' policies and
8 procedures outside of their scheduled shifts. Defendants, however, do not compensate PCT Workers for
9 this time.

10 69. Defendants do not pay PCT Workers for the time they are expected to be available to
11 answer work-related calls but are otherwise not scheduled to work (i.e., on-call).

12 70. On a number of occasions, Defendants have failed to pay PCT Workers at least twice per
13 calendar month on the days designated in advance by Defendants. This occurred most recently in
14 February 2025.

15 71. Defendants fail to pay PCT Workers between the 16th and 26th day of the month for labor
16 performed between the 1st and 15th days of the month.

17 72. Defendants fail to pay PCT Workers between the 1st and 10th day of the month for labor
18 performed between the 16th and last day of the month.

19 73. Defendants have a common practice of failing to timely pay all overtime and/or double
20 time wages no later than the pay day for the next regular payroll period during employment.

21 74. Defendants have a common practice of scheduling PCT Workers to work more than eight
22 hours in a day.

23 75. Defendants regularly schedule PCT Workers to work more than one four-to-five-hour
24 shifts in a day.

25 76. PCT Workers often work more than eight hours in a day and/or 40 hours in a week.

26 77. Defendants do not pay PCT Workers overtime and/or double time for all work performed
27 in excess of eight hours per day and/or 40 hours per week.

28 78. Defendants do not account for non-productive time when compensating PCT Workers,

1 such as the time they spend booting up and logging into Defendants' systems prior to the start of their
2 shifts, the time they spend completing progress notes, the time they spend engaging in administrative
3 duties, the time they spend responding to work-related communications, the time they spend on-call, and
4 the time they spend outside of their scheduled shifts reviewing training materials and Defendants' policies
5 and procedures.

6 79. Defendants have a common practice of failing to pay split shift premiums.

7 80. Defendants have a common practice of scheduling PCT Workers to work multiple shifts
8 per day that are interrupted by non-paid, non-working periods that are longer than a meal period.

9 81. Defendants do not pay PCT Workers a split shift premium on days when their shifts are
10 interrupted by non-paid, non-working periods.

11 82. Defendants have a common practice of failing to authorize and permit PCT Workers to
12 take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major
13 fraction thereof.

14 83. Defendants do not have a written policy authorizing and permitting PCT Workers to take
15 a ten-minute, uninterrupted, duty-free rest period for every four hours worked or major fraction thereof.

16 84. PCT Workers are unable to take lawful rest periods because they are issued disciplinary
17 points if they do not respond to Flock messages within five minutes.

18 85. PCT Workers are unable to take ten-minute, uninterrupted, duty-free rest periods when
19 they work because they have to be readily available to take calls during their shifts.

20 86. Defendants have a common practice of not paying PCT Workers one additional hour of
21 pay at their regular rate of compensation for each workday that a lawful rest period is not provided.

22 87. Defendants have a common practice of failing to provide PCT Workers with the
23 opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of
24 work when they worked five or more hours in a workday.

25 88. Defendants have a common practice of failing to provide PCT Workers with the
26 opportunity to take a second 30-minute, uninterrupted, duty-free, meal period when they work ten or more
27 hours in day.

28 89. Defendants do not have a written policy informing PCT Workers of their right to take a 30-

1 minute, uninterrupted, duty-free, meal period before the end of their fifth hour or a second 30-minute,
2 uninterrupted, duty-free, meal period when they work ten or more hours in day.

3 90. Defendants require PCT Workers to be readily available to answer calls, questions, and
4 messages during their shifts.

5 91. Defendants allocate points to PCT Workers if they do not respond to Flock messages within
6 five minutes.

7 92. Defendants have a common practice of not timely paying PCT Workers one additional
8 hour of pay at their regular rate of compensation for each workday that a lawful meal period is not
9 provided.

10 93. Defendants have a common practice of failing to provide paid sick leave to PCT Workers.

11 94. Plaintiff and other PCT Workers worked 30 or more days for Defendants.

12 95. Defendants do not have a written policy informing PCT Workers of their right to sick leave.

13 96. Defendants require PCT Workers to provide advance notice of absences.

14 97. Defendants do not provide PCT Workers with paid sick leave.

15 98. Defendants have a common practice of failing to timely pay all wages due and owing upon
16 separation of employment.

17 99. Upon separation of employment, Plaintiffs and other PCT Workers did not receive all
18 wages due and owing, such as compensation for all time worked or spent under the control of Defendants,
19 for non-productive time, for separate rest period compensation, for shift splits, and for non-compliant meal
20 and rest periods.

21 100. Defendants have a common practice of failing to pay the appropriate waiting time penalties
22 for the late payment of wages upon separation of employment.

23 101. Former PCT Workers, including Plaintiffs, have yet to receive any waiting time penalties
24 even though they have not been paid all wages that were due and owed to them upon their separation of
25 employment.

26 102. Defendants have a common practice of failing to furnish PCT Workers with accurate
27 itemized wage statements.

28 103. Defendants do not regularly provide PCT Workers, including Plaintiffs, with wage

1 statements.

2 104. On the occasions that Plaintiffs and other PCT Workers are provided with wage statements
3 the statements provided do not properly reflect the gross wages earned, total hours worked, all deductions,
4 the number of piece-rate units earned and any applicable piece rate, net wages earned, the inclusive dates
5 of the period for which the PCT Worker was being paid, all applicable hourly rates in effect during the
6 pay period and the corresponding number of hours worked at each hourly rate, the PCT Worker's social
7 security number or employee identification number, and the name or address of the legal entity that is the
8 employer.

9 105. Defendants do not keep records documenting the actual hours worked by PCT Workers
10 nor the sick days accrued and used.

11 106. Due to the missing and/or incorrect information on their wage statements, Plaintiff and
12 other PCT Workers are unable to promptly and easily determine their gross and net wages earned and
13 their total hours worked during the pay period.

14 107. Defendants have a common practice of failing to maintain accurate employment records.

15 108. Defendants fail to document and maintain records showing all of the time worked by PCT
16 Workers, including, but not limited to, the accurate beginning and end time of each work period.

17 109. Defendants fail to document and maintain records showing: all time actually worked; all
18 wages earned; all paid sick days accrued and used; and the calls handled by each PCT Worker.

19 110. Defendants have a common practice of failing to reimburse PCT Workers for all necessary
20 expenditures or losses incurred in direct consequence of the discharge of their duties.

21 111. PCT Workers are not provided with the equipment necessary to perform their job duties.

22 112. PCT Workers have incurred job-related expenses including, but not limited to, purchasing
23 and maintaining personal computers, laptops, tablets, cell phones, and headsets, as well as phone and
24 internet services.

25 113. Defendants do not reimburse PCT Workers for the expenses or losses they incur in
26 connection with their job duties.

27 114. Defendants have a common practice of requiring PCT Workers to agree to terms or
28 conditions which are known by Defendants to be prohibited by law.

115. Defendants mandate PCT Workers to sign an Independent Contractor Agreement classifying PCT Workers as independent contractors instead of employees.

116. Defendants require PCT Workers, as a condition of their employment, to agree to a non-solicitation clause.

117. Defendants, as a condition of employment, required PCT Workers to assign their intellectual property rights to the work developed by them to Defendants.

118. Defendants knew or had reason to know that it was requiring PCT Workers to agree to terms and conditions that do not comply with the Labor Code or were otherwise unlawful.

119. Defendants failed to provide Plaintiff Rush with his requested employment records within the time frames proscribed by the Labor Code.

120. Plaintiff Rush sent Defendants a letter requesting his employment records on February 3, 2025.

121. Defendants did not produce Plaintiff's Rush's employment records on or before the March 5, 2025 deadline.

122. Defendants engage in a common pattern and practice of unfair, unlawful, and fraudulent business practices.

123. Defendants engage in retaliation.

124. Plaintiff Rush requested paid sick leave for health related reasons.

125. Plaintiff Rush questioned his classification as an independent contractor and raised his concerns to both Defendant Amber Cheffins Girard and Defendant John Girard.

126. Plaintiff Rush requested that he be re-classified as a non-exempt employee.

127. Plaintiff Rush also asked whether Defendants would compensate PCT Workers for pre-shift work, to which Defendants stated that it was "too expensive."

128. Thereafter, Plaintiff Rush was demoted from his position as Clinical Manager, he was removed from leadership meetings, his hours were significantly reduced, his promised bonus was delayed, and his privileges and access to Defendants' secure online system was restricted, making it difficult for Plaintiff Rush to fulfill his job duties and log all of his time worked.

129. On March 17, 2025, Plaintiff Rush was forced to resign from his position with Defendants

1 due in part to his concerns regarding working conditions and compliance with labor laws and workplace
2 protections.

3 130. Plaintiff Rush's formal resignation letter stated that his resignation was effective
4 March 31, 2025.

5 131. Upon receipt of Plaintiff's Rush's resignation, Defendants informed Plaintiff Rush that
6 they would find replacements for all of his upcoming shifts and would process his final payment for all
7 shifts through March 31, 2025.

8 132. However, despite terminating Plaintiff Rush's employment on March 17, 2025, Defendants
9 failed to immediately pay him for all wages due and owing.

10 133. Despite paying him late, Defendants have not yet paid Plaintiff Rush the appropriate
11 waiting time penalties.

12 134. On March 12, 2025, Plaintiff Rush submitted written notice to the California Workforce
13 and Development Agency ("LWDA") and Defendants informing them of Defendants' alleged violations
14 of the Labor Code and IWC Wage Orders. A true and correct copy of Plaintiff Rush's March 12, 2025
15 written notice is attached hereto as Exhibit 1 and incorporated herein by reference.

16 135. On April 11, 2025, Plaintiff Bradley submitted written notice to the LWDA and Defendants
17 informing them of Defendants' alleged violations of the Labor Code and IWC Wage Orders.

18 136. Plaintiffs believe that additional violations may be discovered and therefore reserve their
19 right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiffs
20 discover additional violations, Plaintiffs will seek to amend the operative complaint.

21 **CLASS ALLEGATIONS**

22 137. Plaintiffs seek to represent the following classes, which are defined as follows:

23 Healthcare Services Class:

24 All persons who provided telephone triage services and other healthcare
25 services to Defendants' clients in California, whether classified as an
26 independent contractor, exempt, or non-exempt, during the period
27 commencing on the date that is four years prior to the filing of the complaint
28 through and including final judgment. To the extent equitable tolling
operates to toll the claims by the Healthcare Services Class against
Defendants, the time period should be adjusted accordingly.

Waiting Time Penalties Sub-Class:

All members of the Healthcare Services Class who provided telephone triage services and other healthcare services to Defendants' clients in California during the period commencing on the date that is three years prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Waiting Time Penalties Sub-Class against Defendants, the time period should be adjusted accordingly.

Wage Statement Sub-Class:

All members of the Healthcare Services Class who provided telephone triage services and other healthcare services to Defendants' clients in California during the period commencing on the date that is one year prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Wage Statement Sub-Class against Defendants, the time period should be adjusted accordingly.

138. Plaintiffs reserve the right to establish other additional classes or subclasses or to modify any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

139. Members of the classes described above will be collectively referred to herein as "class members."

140. Class members are "employees" as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

141. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. Numerosity: The members of the Healthcare Services Class, Waiting Time Penalties Sub-Class, and Wage Statement Sub-Class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiffs at this time, on and information and belief, they estimate that there are approximately 200 class members.

b. Commonality: There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this action involves Defendants' systematic course of conduct. Common questions include, but are not limited to:

- i. Whether Defendants willfully misclassified class members;
 - ii. Whether Defendants failed to timely pay class members for all time worked;
 - iii. Whether Defendants authorized and permitted class members to take lawful rest periods for every four hours worked or major fraction thereof;
 - iv. Whether Defendants failed to provide class members with the opportunity to take lawful meal periods;
 - v. Whether Defendants paid premium wages for non-compliant rest and meal periods;
 - vi. Whether Defendants failed to timely pay all wages due and owing upon separation of employment to former class members;
 - vii. Whether Defendants paid the required waiting time penalties for failing to timely pay wages upon separation of employment;
 - viii. Whether Defendants failed to furnish class members with accurate, itemized wage statements;
 - ix. Whether Defendants reimbursed class members for reasonable expenses necessarily incurred in the discharge of their duties;
 - x. Whether Defendants engaged in unfair business practices;
 - xi. Whether the class members are entitled to damages, restitution, or other relief resulting from Defendants' conduct; and
 - xii. What is the appropriate amount of damages, restitution, or other relief the class members are entitled to as a result of Defendants' conduct?
- c. Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the claims (or defenses, if any) of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.
- d. Adequacy: Plaintiffs are qualified to represent the class members and are ready and

1 willing to take the time necessary to prosecute this action. Plaintiffs have no
2 conflicts that will prevent them from fairly and adequately representing and
3 protecting the interests of the class members. In addition, Plaintiffs' attorneys, as
4 proposed class counsel, are competent and experienced in litigating employment
5 class actions and are versed in the rules governing class action discovery, class
6 certification, and settlement. Plaintiffs have incurred and will continue to incur
7 attorneys' fees and costs for the prosecution of this action for the substantial benefit
8 of each class member.

9 e. Superiority: The nature of this action makes class adjudication superior to other
10 methods because joinder of all class members is impractical. A class action will
11 achieve the economies of time, effort, and expense as compared to a series of
12 separate lawsuits and will avoid inconsistent outcomes because the same issues can
13 be adjudicated in the same manner at the same time for each class member. If
14 appropriate, this Court is empowered to fashion methods to efficiently manage this
15 case as a class action.

16 f. Public Policy Considerations: California employers violate employment and labor
17 laws every day. Current employees are often afraid to assert their rights out of fear
18 of direct or indirect retaliation. Former employees are fearful of bringing actions
19 because they believe their former employers might damage their future
20 employment prospects through negative references or other means. Class actions
21 provide the unnamed class members with a type of anonymity that allows for the
22 vindication of their rights as the same as affording them privacy protections.

23 **PAGA DESIGNATION**

24 142. Plaintiff Rush represents himself and the following:

25 Aggrieved Employees:

26 All persons who provided telephone triage services and other healthcare
27 services to Defendants' clients in California, whether classified as an
28 independent contractor, exempt, or non-exempt, during the period
commencing on the date that is one year and sixty-five days prior to the
filing of this complaint through and including the last day of trial

(hereinafter, the “PAGA Period”). To the extent equitable tolling operates to toll the claims by the Aggrieved Employees against Defendants, the time period should be adjusted accordingly.

143. Members of the group described above will be collectively referred to herein as “Aggrieved Employees.”

144. The Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in California.

145. Plaintiff Rush reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

146. Pursuant to Labor Code section 2698 *et seq.*, 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.

147. Pursuant to the PAGA, all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees, pursuant to Labor Code section 2699(m).

148. During all, or a portion of, the one-year and sixty-five day period before Plaintiff Rush filed notice of his claims with the LWDA, Defendants were Plaintiff Rush’s and all other Aggrieved Employees’ employer or person acting on behalf of the Aggrieved Employees’ employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

149. Plaintiff Rush is an “aggrieved employee” under the PAGA because he was employed by the alleged violator and personally suffered each of the violations of law alleged.

150. Plaintiff Rush has exhausted his administrative remedies. On March 12, 2025, Plaintiff Rush submitted notice to the LWDA and Defendants informing them of the Defendants’ alleged violations of the Labor Code and applicable IWC Wage Order. See Ex. 1. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A). To date, the LWDA has not provided notice its intent to investigate the alleged violations.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)

FAILURE TO TIMELY PAY MINIMUM WAGES AND/OR REGULAR WAGES

**[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and
“Hours and Days of Work” sections of the Applicable IWC Wage Order]**

151. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

152. 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.”

153. 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.

154. Labor Code section 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

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

156. Labor Code section 1194(a) states that “... 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,

1 including interest thereon, reasonable attorney's fees, and costs of suit."

2 157. Labor Code section 1194.2(a) states in part,

3 In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages
4 because of the payment of a wage less than the minimum wage fixed by the
5 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.

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

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

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

25 160. Defendants have a common practice of misclassifying members of the Healthcare Services
26 Class.

27 161. Defendants have a common practice of failing to timely pay all minimum and/or regular
28 wages at least twice per calendar month on the dates designated in advance during employment.

1 162. Defendants regularly schedule members of the Healthcare Services Class to work shifts
2 between four and nine hours in length, and sometimes multiple shifts per day.

3 163. Members of the Healthcare Services Class earn less than \$10 per hour when they work a
4 single five-hour shift in a day and receive five or less calls.

5 164. Defendants have a practice of only paying members of the Healthcare Services Class for
6 the time they are scheduled to work and not for the actual time they were engaged in work or the time
7 they spent under the control of Defendants.

8 165. Despite requiring members of the Healthcare Services Class to be logged on ready to accept
9 calls at the start of their shift, Defendants do not compensate them for the time they spend booting up and
10 logging onto Defendants' systems.

11 166. Defendants require members of the Healthcare Services Class to attend pre-shift Huddle
12 meetings to review updates and expectations. Defendants did not compensate members of the Healthcare
13 Services Class for attending pre-shift Huddle meetings.

14 167. Defendants do not compensate members of the Healthcare Services Class for the time they
15 spend reviewing and responding to work-related communications; the time they spend completing
16 progress notes; the time they spend engaging in administrative duties; the time they spend on other non-
17 productive time; and the time for legally required rest periods.

18 168. Defendants require members of the Healthcare Services Class to review training materials
19 and Defendants' policies and procedures outside of their scheduled shifts without compensation.

20 169. Defendants do not pay members of the Healthcare Services Class for the time they are
21 expected to be available to answer work-related calls but are otherwise not scheduled to work (i.e., on-
22 call).

23 170. On a number of occasions, Defendants have failed to pay members of the Healthcare
24 Services Class at least twice per calendar month on the days designated in advance by Defendants, the
25 most recent time being February 2025.

26 171. Defendants have failed to pay members of the Healthcare Services Class between the 16th
27 and 26th day of the month for labor performed between the 1st and 15th days of the month.

28 172. Defendants have failed to pay members of the Healthcare Services Class between the 1st

1 and 10th day of the month for labor performed between the 16th and last day of the month.

2 173. Having not been properly and timely paid for all hours worked, Plaintiffs and other
3 members of the Healthcare Services Class have suffered, and will continue to suffer, damages in an
4 amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which
5 will be ascertained according to proof at trial.

6 174. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to,
7 recover all unpaid wages, penalties, interest and liquidated damages under Labor Code sections 210,
8 218.6, 1194(a), 1194.2, and 1197.1.

9 175. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, an
10 award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of
11 Civil Procedure section 1021.5.

12 176. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class,
13 request further relief as described in the below prayer.

14 **SECOND CAUSE OF ACTION**

15 **(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)**

16 **FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES**

17 **[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages"**
18 **and "Hours and Days of Work" sections of the Applicable IWC Wage Order]**

19 177. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully
20 set forth herein.

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

24 179. Labor Code section 204 establishes an employee's fundamental right in the state of
25 California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part,
26 "[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar
27 month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1)
28 states, "all wages earned for labor in excess of the normal work period shall be paid no later than the

1 payday for the next regular payroll period.”

2 180. The “Minimum Wages” section of IWC Wage Order No. 5-2001 further provides that
3 “[e]very employer shall pay to each employee, on the established payday for the period involved, not less
4 than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration
5 is measured by time, piece, commission, or otherwise.”

6 181. Under Labor Code section 510(a) any work in excess of eight hours in a workday and any
7 work in excess of 40 hours in a workweek must be compensated at the rate of no less than one and one-
8 half times the employee’s regular rate of pay.

9 182. The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC
10 Wage Order mandate the same requirements as Labor Code section 510.

11 183. Under California law, an employee may not waive his or her right to overtime
12 compensation. *Early v. Superior Court*, 79 Cal. App. 4th 1420, 1430 (2000).

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

17 185. Labor Code section 1194.2(a) states in part,

18 In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages
19 because of the payment of a wage less than the minimum wage fixed by the
20 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.

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

26 187. Labor Code section 1197.1 subjects any employer or other person acting either individually
27 or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a
28 wage less than the minimum fixed by an applicable state or local law, or by an order of the commission

1 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable
2 penalties imposed pursuant to sections 203 as follows:

3 (1) For any initial violation that is intentionally committed, one hundred
4 dollars (\$100) for each underpaid employee for each pay period for which
5 the employee is underpaid. This amount shall be in addition to an amount
6 sufficient to recover underpaid wages, liquidated damages pursuant to
7 Section 1194.2, and any applicable penalties imposed pursuant to Section
8 203. (2) For each subsequent violation for the same specific offense, two
9 hundred fifty dollars (\$250) for each underpaid employee for each pay
10 period for which the employee is underpaid regardless of whether the initial
11 violation is intentionally committed. This amount shall be in addition to an
12 amount sufficient to recover underpaid wages, liquidated damages pursuant
13 to Section 1194.2, and any applicable penalties imposed pursuant to Section
14 203. (3) Wages, liquidated damages, and any applicable penalties imposed
15 pursuant to Section 203, recovered pursuant to this section shall be paid to
16 the affected employee.

17 188. Labor Code section 558(a) provides that “any employer or other person acting on behalf of
18 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
19 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
20 penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid
21 for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each
22 underpaid employee for each pay period for which the employee was underpaid in addition to an amount
23 sufficient to recover unpaid wages for each subsequent violation.

24 189. Defendants have a common practice of misclassifying members of the Healthcare Services
25 Class.

26 190. Defendants have a common practice of failing to timely pay all overtime and/or double
27 time wages no later than the pay day for the next regular payroll period during employment.

28 191. Defendants have a common practice of scheduling members of the Healthcare Services
Class to work more than eight hours in a day.

192. Defendants regularly schedule members of the Healthcare Services Class to work more
than one four-to-five-hour shifts in a day.

193. Members of the Healthcare Services Class often worked more than eight hours in a day
and/or 40 hours in a week.

195. Defendants do not pay members of the Healthcare Services Class overtime and/or double time for all work performed in excess of eight hours per day and/or 40 hours per week.

196. Having not been timely paid overtime and/or double time compensation, Plaintiffs and other members of the Healthcare Services 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 and which will be ascertained according to proof at trial.

197. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558, 1194(a), 194.2, and 1197.1.

198. Plaintiffs and other members of the Healthcare Services Class are 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.

199. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class, request further relief as described in the below prayer.

THIRD CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)

FAILURE TO PAY SPLIT SHIFT PREMIUMS

[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” sections of the Applicable IWC Wage Order]

200. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

201. Under Labor Code section 1197 “[t]he minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
2 the payment of a lower wage and the minimum so fixed is unlawful.”

3 202. Labor Code section 1198 states,

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 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.

7 203. Labor Code section 204 establishes an employee’s fundamental right in the state of
8 California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part,
9 “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar
10 month, on days designated in advance by the employer as regular paydays.” Labor Code section 204(b)(1)
11 states, “all wages earned for labor in excess of the normal work period shall be paid no later than the
12 payday for the next regular payroll period.”

13 204. The “Minimum Wages” section of the applicable IWC Wage Order further provides that
14 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition
15 to the minimum wage for that workday, except when the employee resides at the place of employment.”

16 205. Under California law, premium wages are due and payable in accordance with Labor Code
17 section 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1103-1114 (2007).

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

22 207. Labor Code section 1194.2(a) states in part,

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

27 208. Labor Code section 210 provides that any person who fails to pay wages as provided in
28 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a

1 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
2 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
3 the amount unlawfully withheld, in addition to any other penalty.

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

9 (1) For any initial violation that is intentionally committed, one hundred
10 dollars (\$100) for each underpaid employee for each pay period for which
11 the employee is underpaid. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to
13 Section 1194.2, and any applicable penalties imposed pursuant to Section
14 203. (2) For each subsequent violation for the same specific offense, two
15 hundred fifty dollars (\$250) for each underpaid employee for each pay
16 period for which the employee is underpaid regardless of whether the initial
17 violation is intentionally committed. This amount shall be in addition to an
18 amount sufficient to recover underpaid wages, liquidated damages pursuant
19 to Section 1194.2, and any applicable penalties imposed pursuant to Section
20 203. (3) Wages, liquidated damages, and any applicable penalties imposed
21 pursuant to Section 203, recovered pursuant to this section shall be paid to
22 the affected employee.

23 210. Defendants have a common practice of misclassifying members of the Healthcare Services
24 Class.

25 211. Defendants have a common practice of failing to pay split shift premiums.

26 212. Defendants have a common practice of scheduling members of the Healthcare Services
27 Class to work multiple shifts per day that are interrupted by non-paid, non-working periods that are longer
28 than a meal period.

213. Defendants do not pay members of the Healthcare Services Class one (1) hour's pay at the
minimum wage, in addition to the minimum wage for that workday, for split shifts.

214. Having not been paid split shift premiums, Plaintiffs and other members of the Healthcare
Services 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 and which will be ascertained according
to proof at trial.

215. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to, recover all unpaid wages, penalties, interest and liquidated damages under Labor Code sections 210, 218.6, 1194(a), 1194.2, and 1197.1.

216. Plaintiffs and other members of the Healthcare Services Class are 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.

217. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class, request further relief as described in the below prayer.

FOURTH CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)

FAILURE TO PROVIDE COMPLIANT REST PERIODS AND/OR PAY PREMIUM WAGES

[Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order]

218. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

219. 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.

220. The "Rest Periods" section of the applicable IWC Wage Order 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.

221. 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).

222. Labor Code section 226.7(b) states “[a]n 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.”

223. Labor Code section 226.7(c) states “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law ... the employer shall pay the employee one 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.”

224. Premium wages under Labor Code section 226.7 are due and payable in accordance with Labor Code section 204. *Murphy*, 40 Cal. 4th at 1103-1114.

225. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

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

227. Defendants have a common practice of misclassifying members of the Healthcare Services Class as independent contractors.

228. Defendants have a common practice of failing to authorize and permit members of the Healthcare Services Class to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major fraction thereof.

229. Defendants do not have a written policy authorizing and permitting members of the

Healthcare Services Class to take a ten-minute, uninterrupted, duty-free rest period for every four hours worked or major fraction thereof.

230. Defendants allocate disciplinary points to members of the Healthcare Services when they do not respond to Flock messages within five minutes.

231. Members of the Healthcare Services Class are unable to take ten-minute, uninterrupted, duty-free rest periods when they work because they have to be readily available to take calls during their shifts.

232. Defendants have a common practice of not paying members of the Healthcare Services Class one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period is not provided.

233. Having not been authorized and permitted to take lawful rest periods and/or been paid premium wages, Plaintiffs and other members of the Healthcare Services 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 and which will be ascertained according to proof at trial.

234. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

235. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

236. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class, request further relief as described in the below prayer.

FIFTH CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES

[Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable

IWC Wage Order]

237. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully

1 set forth herein.

2 238. Labor Code section 1198 states,

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

8 239. Labor Code section 512(a) provides:

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

19 240. The “Meal Periods” section of the applicable IWC Wage Order provides, in pertinent part:

20 (A) No employer shall employ any person for a work period of more than
21 five (5) hours without a meal period of not less than 30 minutes, except that
22 when a work period of not more than six (6) hours will complete the day's
23 work the meal period may be waived by mutual consent of the employer
24 and the employee. ...

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

29 241. A meal period generally complies with the requirements of California law if the employee
30 has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the
31 premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1036 (2012).
32 California law further prohibits employers from “. . . undermining [its] formal policy of providing meal
33 periods by pressuring employees to perform their duties in ways that omit breaks.” *Id.* at 1040 [internal
34 citations omitted].

35 242. Labor Code section 226.7(b) states “[a]n employer shall not require an employee to work
36 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
37 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
38

Standards Board, or the Division of Occupational Safety and Health.”

243. Labor Code section 226.7(c) states “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law ... the employer shall pay the employee one 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.”

244. Premium wages under Labor Code section 226.7 are due and payable in accordance with Labor Code section 204. *Murphy*, 40 Cal. 4th at 1103-1114.

245. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

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

247. Labor Code section 558(a) provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

248. Defendants have a practice of misclassifying members of the Healthcare Services Class as independent contractors.

249. Defendants have a common practice of failing to provide members of the Healthcare Services Class with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of work when they worked five or more hours in a workday.

1 250. Defendants have a common practice of failing to provide members of the Healthcare
2 Services Class with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when
3 they work ten or more hours in day.

4 251. Defendants do not have a written policy informing members of the Healthcare Services
5 Class of their right to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth
6 hour or a second 30-minute, uninterrupted, duty-free, meal period when they work ten or more hours in
7 day.

8 252. Defendants require members of the Healthcare Services Class to be readily available to
9 answer calls, questions, and messages during their shifts.

10 253. Defendants have a common practice of not timely paying members of the Healthcare
11 Services Class one additional hour of pay at their regular rate of compensation for each workday that a
12 lawful meal period is not provided.

13 254. Having not been provided with the opportunity to take lawful meal periods and/or been
14 paid premium wages, Plaintiffs and other members of the Healthcare Services Class have suffered, and
15 will continue to suffer, damages in an amount which is presently unknown, but which exceeds the
16 jurisdictional limits of this Court and which will be ascertained according to proof at trial.

17 255. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to,
18 recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7,
19 and 558.

20 256. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, an
21 award of reasonable attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section
22 1021.5.

23 257. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class,
24 request further relief as described in the below prayer.

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SIXTH CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Waiting Time Penalties Sub-Class, Against All Defendants)

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

[Labor Code §§ 201, 202, and 203]

258. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

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

260. 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.

261. Labor Code section 203(a) 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.

262. Defendants have a common practice of misclassifying members of the Waiting Time Penalties Sub-Class as independent contractors.

263. Members of the Waiting Time Penalties Sub-Class are no longer employed by Defendants.

264. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment.

265. Upon separation of employment, members of the Waiting Time Penalties Sub-Class did

1 not receive all wages due and owing, such as compensation for all time worked or spent under the control
2 of Defendants, for non-productive time, for separate rest period compensation, for shift splits, and for non-
3 compliant meal and rest periods.

4 266. For instance, Defendants did not immediately pay Plaintiff Rush all wages due and owing
5 despite terminating his employment on May 17, 2025 after he submitted his letter of resignation stated
6 that his last day would be March 31, 2025.

7 267. Defendants have a common practice of failing to pay the appropriate waiting time penalties
8 for the late payment of wages upon separation of employment.

9 268. Despite not timely paying Plaintiff Rush his final wages, Defendants did not pay the
10 appropriate waiting time penalties for the late payment of wages.

11 269. Members of the Waiting Time Penalties Sub-Class have yet to receive any waiting time
12 penalties even though they have not been paid all the wages that were due and owed to them upon their
13 separation of employment.

14 270. Having not received all wages due and owing upon their separation of employment and/or
15 the applicable waiting time penalties, Plaintiffs and other members of the Waiting Time Penalties Sub-
16 Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but
17 which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at
18 trial.

19 271. Plaintiffs and other members of the Waiting Time Penalties Sub-Class are entitled to, and
20 seek to, recover waiting time penalties under Labor Code section 203.

21 272. Plaintiffs and other members of the Waiting Time Penalties Sub-Class are entitled to, and
22 seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of
23 Civil Procedure section 1021.5.

24 273. Plaintiffs, on behalf of themselves and all other members of the Waiting Time Penalties
25 Sub-Class, request further relief as described in the below prayer.

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SEVENTH CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Wage Statement Sub-Class, Against All Defendants)

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3, 1198, and the “Records” section of the Applicable IWC Wage Order]

274. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

275. Labor Code section 226 states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (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...(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

276. The “Records” section the applicable IWC Wage Order states in pertinent part,

[e]very employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

277. Under California law, meal and rest period premium wages must be included on an employee’s itemized wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93, 121 (2022).

278. An injury occurs where the employer fails to provide accurate information, and the employee cannot “promptly and easily determine” 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(a)(9)-(e)(2)(B)(i).

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

4 280. Labor Code section 226(e)(1) further provides,

5 [a]n employee suffering injury as a result of knowing and intentional failure
6 by an employer to comply with subdivision (a) is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period
8 in which a violation occurs and one hundred dollars (\$100) per employee
9 for each violation in a subsequent pay period, not to exceed an aggregate
10 penalty of four thousand (\$4,000), and is entitled to an award of costs and
11 reasonable attorneys’ fees.

12 281. According to Labor Code section 226(h), “an employee may also bring an action for
13 injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable
14 attorneys’ fees.”

15 282. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00
16 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee
17 for each violation in a subsequent citation.

18 283. Defendants have a common practice of misclassifying members of the Wage Statement
19 Sub-Class as independent contractors.

20 284. Defendants have a common practice of failing to furnish members of the Wage Statement
21 Sub-Class with accurate itemized wage statements.

22 285. Defendants do not regularly provide members of the Wage Statement Sub-Class with wage
23 statements.

24 286. On the occasions where Defendants provided members of the Wage Statement Sub-Class
25 with wage statements, the statements provided did not properly reflect the gross wages earned, total hours
26 worked, all deductions, the number of piece-rate units earned and any applicable piece rate, net wages
27 earned, the inclusive dates of the period for which the Wage Statement Sub-Class member was being paid,
28 all applicable hourly rates in effect during the pay period and the corresponding number of hours worked
at each hourly rate, the Wage Statement Sub-Class member’s social security number or employee
identification number, and the name or address of the legal entity that is the employer.

28 287. Defendants do not keep records documenting the actual hours worked by members of the

1 Wage Statement Sub-Class nor the sick days accrued and used.

2 288. Due to the missing and/or incorrect information on their wage statements, members of the
3 Wage Statement Sub-Class are unable to promptly and easily determine their gross and net wages earned
4 and their total hours worked during the pay period.

5 289. Having received wage statements that do not comply with California law, Plaintiffs and
6 other members of the Wage Statement Sub-Class have suffered, and will continue to suffer, damages in
7 an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which
8 will be ascertained according to proof at trial.

9 290. Plaintiffs and other members of the Wage Statement Sub-Class are entitled to, and seek to,
10 recover statutory penalties pursuant to Labor Code section 226(e)(1).

11 291. Plaintiffs and other members of the Wage Statement Sub-Class are entitled to, and seek to,
12 recover civil penalties under Labor Code section 226.3.

13 292. Plaintiffs and other members of the Wage Statement Sub-Class are entitled to, and seek,
14 injunctive relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

15 293. Plaintiffs and other members of the Wage Statement Sub-Class are entitled to, and seek,
16 an award of reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1), 226(h), and Code
17 of Civil Procedure section 1021.5.

18 294. Plaintiffs, on behalf of themselves and all other members of the Wage Statement Sub-Class,
19 request further relief as described in the below prayer.

20 **EIGHTH CAUSE OF ACTION**

21 **(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)**

22 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

23 **[Labor Code § 2802]**

24 295. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully
25 set forth herein.

26 296. Labor Code section 2802(a) provides in pertinent part, "[a]n employer shall indemnify his
27 or her employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

1 297. Labor Code section 2802(b) states,

2 All awards made by a court or by the Division of Labor Standards
3 Enforcement for reimbursement of necessary expenditures under this
4 section shall carry interest at the same rate as judgments in civil actions.
5 Interest shall accrue from the date on which the employee incurred the
6 necessary expenditure or loss.

7 298. Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary
8 expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees
9 incurred by the employee enforcing the rights granted by this section.”

10 299. Defendants have a common practice of failing to indemnify members of the Healthcare
11 Services Class for all necessary expenditures or losses incurred in direct consequence of the discharge of
12 their duties.

13 300. Members of the Healthcare Services Class are required to work from a private space, such
14 as an office or a residence.

15 301. Members of the Healthcare Services Class are not provided with the equipment necessary
16 to perform their job duties.

17 302. Members of the Healthcare Services Class have incurred job-related expenses including,
18 but not limited to, purchasing and maintaining personal computers, laptops, tablets, cell phones, and
19 headsets, as well as phone and internet services.

20 303. Defendants do not reimburse Healthcare Services Class members for the expenses or losses
21 they incur in connection with their job duties.

22 304. Having not been reimbursed for business expenses incurred in the discharge of their job
23 duties, Plaintiffs and other members of the Healthcare Services Class have suffered, and will continue to
24 suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of
25 this Court and which will be ascertained according to proof at trial.

26 305. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek to,
27 recover the full amount of expenses incurred as well as interest under Labor Code section 2802.

28 306. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, an
award of reasonable attorneys’ fees and costs pursuant to Labor Code sections 218.5, 2802(c), and Code
of Civil Procedure section 1021.5.

307. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class, request further relief as described in the below prayer.

NINTH CAUSE OF ACTION

(By Plaintiffs, individually and on behalf of the Healthcare Services Class, Against All Defendants)

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

[Bus. & Prof. Code §§ 17200 et seq.]

308. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

309. California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

310. 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. *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. *Farmers Ins. Exch. v. Superior Court*, 2 Cal. 4th 377, 383 (1992).

311. 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*, 20 Cal. 4th at 180-181.

312. 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. *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.*

313. Business and Professions Code section 17203 states in part,

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

314. Defendants' business practices violate all three prongs of the UCL.

315. Defendants' practices violate the unlawful prong because Defendants have violated California law by misclassifying members of the Healthcare Services Class as independent contractors; failing to timely pay members of the Healthcare Services Class all minimum, regular, overtime, and/or double time wages for all time worked or spent under the control of Defendants; failing to pay split shift premiums; failing to provide lawful rest and meal periods; failing to pay premium wages for unlawful rest and meal periods; failing to provide paid sick leave; failing to pay all wages due and owing upon separation of employment; failing to furnish accurate itemized wage statements to members of the Healthcare Services Class; failing to maintain accurate employment records; requiring members of the Healthcare Services Class to agree to terms or conditions that Defendants knew were prohibited by law; and engaging in retaliation.

316. Defendants' practices violate the unfair prong because Defendants implemented a culture and practice of unfairly misclassifying members of the Healthcare Services Class and therefore depriving them of rights and benefits afforded to them by the Labor Code and IWC Wage orders. Defendants' unfairly underpaid members of the Healthcare Services Class and compelled them to work without adequate rest or meal periods. Defendants did not provide members of the Healthcare Services Class with paid sick leave. Defendants unfairly passed along the cost of doing business to members of the Healthcare Services Class by failing to reimburse them for expenses incurred in the discharge of their job duties. Defendants required, as a condition of employment, members of the Healthcare Services Class to agree to terms or conditions that Defendants knew were prohibited by law, such as terms classifying members of the Healthcare Services Class as independent contractors, assigning over intellectual property that cannot be assigned under the Labor Code, and prohibiting solicitation or competition. Defendants unfairly retaliated against Plaintiff Rush when he raised the issue of being misclassified and requested paid sick

1 leave.

2 317. Defendants' practices violate the fraudulent prong because Defendants willfully
3 misrepresented to members of the Healthcare Services Class that they were independent contractors and
4 not employees. Defendants falsely represented to members of the Healthcare Services Class that they were
5 not entitled to the benefits and protections of the Labor Code and IWC Wage orders, including, but not
6 limited to, minimum wages, overtime wages, rest and meal periods, and sick leave. Defendants
7 misrepresented to members of the Healthcare Services Class that they could assign all intellectual property
8 to Defendants and that they could not solicit or engage in business of the same nature during their
9 employment or for one year thereafter. Defendants falsely represented the gross and net wages earned and
10 total hours worked by members of the Healthcare Services Class

11 318. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business
12 practices, Plaintiffs and other members of the Healthcare Services Class have suffered, and will continue
13 to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits
14 of this Court and which will be ascertained according to proof at trial.

15 319. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and
16 continue to reap, benefits and profits at the expense of the Healthcare Services Class.

17 320. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek,
18 restitution of all monies, wages, benefits, and expenses wrongfully withheld from them pursuant to
19 Business and Professions Code section 17203.

20 321. Plaintiffs and other members of the Healthcare Services Class seek disgorged profits from
21 Defendants for their unlawful, unfair and fraudulent business practices under Business and Professions
22 Code section 17203.

23 322. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, a
24 preliminary and permanent injunction pursuant to Business and Professions Code section 17203 to enjoin
25 Defendants from the unlawful, unfair, and fraudulent conduct described herein.

26 323. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek,
27 interest under Labor Code section 218.6 and California Civil Code ("Civil Code") section 3287.

28 324. Plaintiffs and other members of the Healthcare Services Class are entitled to, and seek, an

award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

325. Plaintiffs, on behalf of themselves and all other members of the Healthcare Services Class, request further relief as described in the below prayer.

TENTH CAUSE OF ACTION

(By Plaintiff Rush, individually, Against All Defendants)

RETALIATION

[Lab. Code §§ 98.6 and 1102.5]

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

327. Labor Code section 98.6 makes it unlawful for a person to discharge or in any manner discriminate, retaliate, or take any adverse action against any employee because the employee exercised their rights under the Labor Code.

328. Labor Code section 1102.5 makes it unlawful for an employer or any person acting on behalf of the employer to retaliate against an employee for disclosing information reasonably believed to be a violation of state or federal law to a government agency or to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or non-compliance.

329. An employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to any other remedies available. Lab. Code § 98.6(b)(3).

330. An employer who violates Labor Code section 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to any other remedies available. Lab. Code § 1102.5(f)(1).

331. Defendant Pacific Coast Triage is an "employer" under the Labor Code.

332. Plaintiff Rush was employed by Defendant Pacific Coast Triage from September 2022 to March 2025.

333. Defendants engaged in retaliation against Plaintiff Rush.

1 334. Plaintiff Rush requested paid sick leave for health reasons.

2 335. Plaintiff Rush questioned his classification as an independent contractor and raised his
3 concerns to both Defendant Amber Cheffins Girard and Defendant John Girard.

4 336. Plaintiff Rush requested that he be re-classified as a non-exempt employee.

5 337. Plaintiff Rush also asked whether Defendants would compensate PCT Workers for pre-
6 shift work, to which, Defendants stated that it was “too expensive.”

7 338. Thereafter, Plaintiff Rush was demoted from his position as Clinical Manager, he was
8 removed from leadership meetings, his hours were significantly reduced, his promised bonus was delayed,
9 and his privileges and access to Defendants’ secure online system was restricted making it difficult for
10 Plaintiff Rush to fulfill his job duties and log all of his time worked.

11 339. On March 17, 2025, Plaintiff Rush was forced to resign from his position with Defendants
12 due in part to his concerns regarding working conditions and compliance with labor laws and workplace
13 protections.

14 340. As a consequence of Defendants’ retaliatory conduct, Plaintiff Rush has suffered, and
15 continues to suffer economic damages, including, but not limited to, loss of earnings (past and future) and
16 employment benefits, reduced earning potential, and loss of employment opportunities, in amounts which
17 are presently unknown, but which exceed the jurisdictional limitations of this Court, and which will be
18 ascertained according to proof at trial.

19 341. As a result of Defendants’ retaliatory conduct, Plaintiff Rush has suffered, and continues
20 to suffer non-economic damages, including but not limited to, mental anguish, humiliation, reputation
21 damage, anxiety, and depression, in amounts which are presently unknown, but which exceed the
22 jurisdictional limitations of this Court, and which will be ascertained according to proof at trial.

23 342. Plaintiff Rush is entitled to, and therefore seeks to recover, the civil penalties outlined in
24 Labor Code sections 98.6(b)(3) and 1102.5(f)(1).

25 343. Plaintiff Rush is entitled to, and therefore seeks to recover, attorneys’ fees and costs under
26 Code of Civil Procedure section 1021.5.

27 344. Plaintiff Rush requests further relief as described in the below prayer.

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ELEVENTH CAUSE OF ACTION

(By Plaintiff Rush, individually and on behalf of the Aggrieved Employees, Against All Defendants)

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT

[Lab. Code §§ 2698 et seq.]

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

346. Plaintiff Rush, on behalf of himself, the State of California, and all other Aggrieved Employees, seeks to recover civil penalties and injunctive relief through this enforcement action based on the following:

- a. Failure to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;
- b. Failure to timely pay all overtime and/or double time wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;
- c. Failure to pay split shift premiums in violation of Labor Code sections 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" section of the applicable IWC Wage Order;
- d. Failure to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, and the "Rest Periods" section of the applicable IWC Wage Order;
- e. Failure to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the "Meal Periods" section of the applicable

IWC Wage Order;

- f. Failure to provide paid sick leave in violation of Labor Code sections 246, 248.5, and 1197.1;
- g. Failure to timely pay all wages due and owing upon separation of employment and/or pay the appropriate waiting time penalties in violation of Labor Code sections 201, 202, and 203;
- h. Failure to furnish accurate itemized wage statements in violation of Labor Code section 226, 1198, and the “Records” section of the applicable IWC Wage Order;
- i. Failure to maintain accurate employment records in violation of Labor Code section 1174, 1198, and the “Records” section of the applicable IWC Wage Order;
- j. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;
- k. Requiring employees to agree to terms or conditions that are prohibited by law in violation of Labor Code section 432.5;
- l. Failure to provide employment records upon request in violation of Labor Code sections 226(b) and (c), 432, and 1198.5; and
- m. Retaliation in violation of Labor Code sections 98.6 and 1102.5.

347. Labor Code section 98.6(b)(3) states that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to other remedies available to the applicant or employees. Plaintiff Rush, on behalf of himself and the State of California seeks the civil penalty imposed by Labor Code section 98.6(b)(3).

348. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff Rush, on behalf of himself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 210.

1 349. For violations of Labor Code sections 510 and 512, in addition to any other recovery
2 provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid
3 employee for the initial violation and \$100 per pay period for each underpaid employee for each
4 subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
5 regulating hours and days of work in any order of the IWC. Plaintiff Rush, on behalf of himself, the State
6 of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
7 558.

8 350. Labor Code section 1102.5(f)(1) states that an employer who violates labor Code section
9 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to
10 other remedies available to the employee. Plaintiff Rush, on behalf of himself and the State of California
11 seeks the civil penalty imposed by Labor Code section 1102.5(f)(1).

12 351. For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section
13 1174.5 imposes a civil penalty of \$500 for any willful violation. Plaintiff Rush, on behalf of himself, the
14 State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code
15 section 1174.5 for all willful violations.

16 352. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid employee
17 for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each
18 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
19 employee to be paid a wage less than the minimum wage. Plaintiff Rush, on behalf of himself, the State
20 of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
21 1197.1.

22 353. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226,
23 if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226, then the civil
24 penalty is \$25 per pay period per employee if the employee could promptly and easily determine the
25 information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph
26 (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period
27 if the employee would not be confused or misled about the correct identity of their employer. The civil
28 penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an

1 isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four
2 consecutive pay periods. Plaintiff Rush, on behalf of himself, the State of California, and all other
3 Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

4 354. For all provisions of the Labor Code except those for which a civil penalty is specifically
5 provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee,
6 except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the
7 following are met: (a) an agency or court issued a finding or determination to the employer that its policy
8 or practice giving rise to the violation was unlawful within the five years preceding the alleged violation,
9 or (b) the court determines that the employer's conduct giving rise to the violation was malicious,
10 fraudulent, or oppressive. Plaintiff Rush, on behalf of himself, the State of California, and all other
11 Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

12 355. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded
13 injunctive relief in a civil action. Plaintiff Rush, on behalf of himself, the State of California, and all other
14 Aggrieved Employees, seeks injunctive relief as provided by Labor Code section 2699(k)(1).

15 356. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action
16 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs.
17 Plaintiff Rush, on behalf of himself, the State of California, and all other Aggrieved Employees, seeks
18 attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

19 357. Labor Code sections 218.5, 226(e)(1), 1194, and 2802 and Code of Civil Procedure section
20 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff Rush, on behalf of himself, the State
21 of California, and all other Aggrieved Employees, seeks attorneys' fees and costs as permitted by Labor
22 Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5.

23 358. Plaintiff Rush, on behalf of himself, the State of California, and all other Aggrieved
24 Employees, requests further relief as described in the below prayer.

25 **PRAYER FOR RELIEF**

26 Plaintiffs pray for judgment against Defendants as follows:

27 A. For an order determining that this action may be maintained as a class action with the
28 Plaintiffs as the class representatives;

- 1 B. For the attorneys appearing for Plaintiffs to be named as class counsel;
- 2 C. For all monies, wages, benefits, and expenses due to Plaintiffs and other PCT Workers;
- 3 D. For all minimum and/or regular wages owed under the Labor Code, including, but not
- 4 limited to, Labor Code section 1194(a);
- 5 E. For all overtime and/or double time wages owed under the Labor Code, including, but not
- 6 limited to, Labor Code section 1194(a);
- 7 F. For all premium wages owed under the Labor Code, including, but not limited to, Labor
- 8 Code sections 226.7 and 1194;
- 9 G. For all damages pursuant to the Labor Code, including, but not limited to, Labor Code
- 10 sections 226(e)(1) and 2802;
- 11 H. For all statutory penalties available under the Labor Code, including, but not limited to,
- 12 Labor Code sections 203, 210, and 226(e)(1);
- 13 I. For all civil penalties available under the Labor Code, including, but not limited to, Labor
- 14 Code sections 98.6(b)(3), 226.3, 558(a), 1102.5(f)(1), 1174.5, 1197.1(a), 2699(f), and
- 15 2699(f)(2).
- 16 J. For restitution of all monies, wages, and benefits available under the law, including, but
- 17 not limited to, Labor Code section 1197.1(a) and Business and Professions Code section
- 18 17203;
- 19 K. For disgorged profits from Defendants' unlawful, unfair and fraudulent business practices;
- 20 L. For all interest accrued as provided by California law, including, but not limited to, Labor
- 21 Code sections 218.6, 1194(a), 2082(b), and Civil Code section 3287;
- 22 M. For liquidated damages available under the Labor Code, including, but not limited to,
- 23 Labor Code sections 1194.2(a) and 1197.1(a);
- 24 N. For reasonable attorneys' fees and litigations costs available under California law,
- 25 including, but not limited to, Labor Code sections 218.5, 226(e)(1) and (h), 1194(a),
- 26 2802(c), 2699(k)(1), Code of Civil Procedure section 1021.5, the "common fund" theory,
- 27 the "substantial benefit" theory, and/or other applicable law, theory or doctrine;
- 28 O. For injunctive relief available under California law, including, but not limited to, Labor

Code sections 226(h), 2699(k)(1), and Business and Professions Code section 17203;

P. For equitable relief;

Q. For declaratory relief; and

R. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Respectfully submitted,

Dated: June 4, 2025

GRAHAMHOLLIS APC

By: 
VILMARIE CORDERO
MONIQUE R. RODRIGUEZ
Attorneys for Plaintiffs
Jeremiah Rush and Melissa Bradley

EXHIBIT 1

March 12, 2025

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Monique R. Rodriguez
mrodriguez@grahamhollis.com
619.642.2658 direct

VIA ONLINE FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

CERTIFIED MAIL (RETURN RECEIPT)

Pacific Coast Triage, LLC
1345 Encinitas Blvd. #714
Encinitas, CA 92024

Pacific Coast Triage, LLC
c/o Amber Cheffins Girard, Agent for Service of Process
1345 Encinitas Blvd. # 714
Encinitas, CA 92024

Amber Cheffins Girard
1345 Encinitas Blvd. # 714
Encinitas, CA 92024

**Re: Jeremiah Rush's Wage & Hour Claims Against Pacific Coast
 Triage, LLC and Amber Cheffins Girard**

Dear California Labor and Workforce Development Agency, Pacific Coast Triage, LLC,
and Amber Cheffins Girard:

Please be advised that Jeremiah Adam Rush ("Claimant") has retained our firm
to represent him for various claims against his current employer, Pacific Coast Triage,
LLC and Amber Cheffins Girard ("Pacific Coast Triage" or the "Company").

This letter shall serve as Claimant's written notice to the California Labor and
Workforce Development Agency ("LWDA") and to the Company of the alleged
violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare
Commission ("IWC") Wage Orders that Claimant claims the Company committed against
him and all other individuals, whether classified as an independent contractor, exempt, or
non-exempt, who performed work for the Company in California during the relevant
period ("Aggrieved Employees"). Claimant provides this written notice, which includes
the facts and theories to support the violations alleged herein, in accordance with the
Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson*

Nathan Reese

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

Licensed to Practice in CA and WA

Claimant intends to file a civil action against the Company to enforce his rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

The Company is a California limited liability company with its principal place of business in Encinitas, California. Amber Cheffins Girard is the Chief Executive Officer of Pacific Coast Triage, LLC. The Company provides 24/7 telephone triage and other healthcare services to patients of various healthcare practitioners in California. The Company exclusively employs California-based registered nurses.

Claimant began working for the Company as a triage nurse in or around September 2022. In or around November 2023, Claimant was promoted to team lead. The Company promoted Claimant to Clinical Manager in or around May 2024. Claimant continues to perform work for the Company. At all times, the Company has classified Claimant as an independent contractor and was to pay him in accordance with a fee schedule attached to an Independent Contractor Agreement (“Agreement”). For example, according to the 2023 Agreement, Claimant was to be paid a \$50 base per five-hour shift guarantee for 0-5 calls, and additional \$10 per call for 6-13 calls, and \$150 if more than 14 calls. Claimant was also to receive a training bonus and a bonus for working holiday shifts. The Company also paid Claimant an hourly rate when he was working as a team lead or clinical manager.

As outlined in the Agreement, Claimant was to provide telephone nurse triage services to the patients of the Company’s clients, to provide services during the shifts as assigned according to the shift planning process, to follow the standard operating procedures of the Company, and to adhere to the standards and practices outlined in the Company’s handbook. Claimant also agreed not to use or disclose any trade secrets or proprietary information, disclose confidential information, and to strictly adhere to the confidentiality rules, which included working exclusively within the Company’s secure online system and not using any paper. The Agreement also contained a non-solicitation clause, which prohibited Claimant from soliciting or employing any person who is employed by the Company in a managerial, supervisory, or technical capacity or who has had any personal contact or dealings with the Company during employment and for one year thereafter.

The Company’s handbook provides that all triage nurses are to have five years of clinical nursing experience and a current Registered Nursing license with the California Department of Consumer Affairs and furnish fingerprints. Each new employee or contractor will have an initial orientation of working at least 2-3 shifts along with another triage nurse to receive training and information. At the end of the orientation, the individual is to be evaluated for competency. The handbook further states that the first 90 days are probationary, and an evaluation will take place at nine months to determine proficiency.

The handbook further states that everyone is required to work daytime weekend shifts and shifts are scheduled by the Company. The handbook further states that holidays are rotated and requests for time off have to be submitted by the 10th day of the month prior. The handbook further lays out the work hours and shifts. The handbook further outlines the pay structure.

The handbook goes on to give directions on how to communicate with the patient, physician and answering services, and oncoming nurse/next shift, how to return patient calls, how to handle hospital admissions, prescription refills, how to handle patients presenting to the urgent care or emergency room, and how to complete documentation and progress notes. The handbook also states that all individuals are to work exclusively with the Company's secure online system and use the private workspace while logged in.

At all relevant times, other Aggrieved Employees in the State of California have performed work for the Company. Other Aggrieved Employees were classified by the Company as independent contractors. At all relevant times, the policies and practices applicable to Claimant were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimant alleges that the Company had a policy and practice of willfully misclassifying him and other Aggrieved Employees as independent contractors in violation of California law. The Company exercised control and direction over Claimant and the other Aggrieved Employees work. For instance, Claimant and other Aggrieved Employees had to have a current Registered Nursing license with the California Department of Consumer Affairs and individual insurance through the Nurses Services Organization. Claimant and other Aggrieved Employees also had to follow the policies and procedures of the Company when performing their work. The Company had a right to terminate their services at any time and evaluated the individuals for "competency." The Company also made their schedules and required them to request time off in advance. While the Company did not supply Claimant and other Aggrieved Employees equipment, such as computers, headsets, and cell phones, the Company required them to use the Company's secure online system and use the private workspace while working. Claimant and other Aggrieved Employees had to purchase and use their personal computers/laptops/tablets, headsets, cell phones, and internet to perform their work duties. Further, Claimant and Aggrieved Employees performed work – nursing advice – within the usual course of the Company's business - after-hours nursing advice and daytime assistance. The work performed by Claimant and the Aggrieved Employees is an integral part of the Company's operation. The Company also required Claimant and other Aggrieved Employees to enter into an Agreement that prohibited them from soliciting or employing any other persons who had a relationship with the Company. Claimant and other Aggrieved Employees did not engage in an independently established business, trade or occupation of the same nature that involved the work performed due to the requirements and restraints of the Company.

As a direct result of the Company's scheme of purposefully misclassifying Claimant and other Aggrieved Employees, the Company deprived them of the rights, privileges, and benefits afforded to them by the Labor Code and the applicable IWC Wage Orders. Specifically, the Company failed to timely pay all minimum, regular, overtime, and/or double-time wages during employment; failed to timely pay split shift premiums; failed to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to authorize and permit the taking of legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to provide sick leave; failed to timely pay all wages due and owing upon separation of employment and/or timely pay waiting time penalties. The Company also failed to reimburse for necessary business expenses; and required individuals as a condition of their employment to agree to terms or conditions prohibited by law.

Claimant also alleges that the Company failed to provide his employment records upon request. Claimant alleges that the Company retaliated against him in violation of California law.

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of himself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO TIMELY PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. As discussed above, Claimant alleges that the Company has a policy and practice of willfully misclassifying him and other Aggrieved Employees as independent contractors. The Company has a practice of paying Aggrieved Employees as follows in 2023: \$50 base per five-hour shift guarantee for 0-5 calls, an additional \$10 per call for 6-13 calls, and \$150 if more than 14 calls. The minimum wage in California during 2023 was \$15.50 per hour. However, the Company was paying Claimant and other Aggrieved Employees less than minimum wage when they worked five or more hours in a workday. The Company also has a practice of paying Aggrieved Employees at an hourly rate for certain work. Further, the Company has a policy and practice of only paying Claimant and Aggrieved Employees for calls taken during scheduled hours and not all time actually engaged in work or spent under the control of the Company. As a result, Claimant and other Aggrieved Employees were not paid for all time worked or spent under the control of the Company such as when they set up for their shifts logging onto the Company's systems, when they stayed on a call longer than their shift end time, when they are completing progress notes, when they are reviewing training materials and Company policies and procedures, when they are engaging in other administrative duties, and when they are reviewing and responding to work-related communications. Claimant and other Aggrieved Employees were also not paid for the time when they were expected to be available to answer calls related to work but were not otherwise scheduled to work a shift ("on-call"). Moreover, on a number of occasions the Company failed to pay Claimant and other Aggrieved Employees twice per calendar month on the dates designated in advance by the Company. Recently, Claimant and the Aggrieved Employees were paid four

days late. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL OVERTIME WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all overtime wages no later than the pay day for the next regular payroll period during employment. As discussed above, Claimant alleges that the Company has a policy and practice of willfully misclassifying him and other Aggrieved Employees as independent contractors. While the Company has a practice of scheduling shifts of four to five hours, it permits individuals to work multiple shifts a day. For instance, an individual may be scheduled to work a shift as the primary Registered Nurse from 8:00 a.m. to Noon, then a shift as a backup Registered Nurse from Noon to 5:00 p.m., followed by another shift as a backup Registered Nurse from 8:00 p.m. to 10:00 p.m., resulting in a total days’ work of 14 hours. As discussed, Claimant and other Aggrieved Employees were not paid for all time worked or spent under the control of the Company such as when they set up for their shifts logging onto the Company’s systems, when they stayed on a call longer than their shift end time, when they are completing progress notes, when they are reviewing training materials and Company policies and procedures, when they are engaging in other administrative duties, and when they are reviewing and responding to work-related communications or when they were on-call. Claimant and other Aggrieved Employees regularly worked more than 8 hours in a day at least once a week. Despite working in excess of 8 hours per day and/or 40 hours per week, the Company’s fee schedule only compensated Aggrieved Employees, such as Claimant, for calls taken during the particular scheduled shift hours and not for all time worked. As a result, Claimant and other Aggrieved Employees were not timely paid overtime and/or double time wages for all time worked in excess of 8 hours per day and/or 40 hours in a workweek. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY SPLIT SHIFT PREMIUMS

(Labor Code section §§ 204, 210, 1194, 1194.2, and the “Minimum Wages” section of the applicable IWC Wage Order)

The Company has a common practice of failing to timely pay Claimant and other Aggrieved Employees one hour’s pay at the minimum wage in addition to the minimum wage for the workday for the individuals whose work schedule is interrupted by non-paid, non-working periods. As discussed herein, the Company willfully misclassified Claimant and other Aggrieved Employees as independent contractors and paid them according to calls taken during their scheduled hours. The Company also made Claimant and other Aggrieved Employees schedules. The Company regularly scheduled Claimant and other Aggrieved Employees to work multiple shifts that were interrupted by non-paid, non-working periods (“split shifts”). For instance, a Register Nurse may be scheduled to work a shift from 3:00 a.m. to 8:00 a.m., then a shift from 5:00 p.m. to 10:00 p.m., then 10:00 p.m. to 3:00 a.m. Claimant also worked split shifts, such as from 9:30 a.m. to 2:30 p.m., then a shift from 4:30 p.m. to 5:00 p.m., and 5:00 p.m. to 8:00 p.m. Despite scheduling individuals to work split shifts, the Company failed to pay split shift premiums to Claimant and other Aggrieved Employees. Claimant intends to pursue all available remedies against the Company for its

violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. The Company does not have a written policy authorizing and permitting its employees to take a ten-minute uninterrupted, duty-free rest period for every four hours worked or a major fraction thereof. As discussed herein, the Company has a practice of willfully misclassifying Claimant and other Aggrieved Employees. Despite scheduling Claimant and other Aggrieved Employees to work four or more hours in a day, the Company did not permit them to take a ten-minute, uninterrupted, duty-free rest period for every four hours worked or major fraction thereof. In fact, the Director of Operations instructed Aggrieved Employees that they could not take a break because they needed to answer calls. Although the Company did not provide Claimant and other Aggrieved Employees with lawful rest periods, the Company did not pay premium wages to Claimant and other Aggrieved Employees for each day a lawful rest period was not provided. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. The Company does not have a written policy informing its employees of their right to take a 30-minute uninterrupted, duty-free meal period before the end of their fifth hour of work when they work five or more hours in a day. The Company also does not have a written policy informing its employees of their right to take a second 30-minute uninterrupted, duty-free meal period when they work ten or more hours in a day. As discussed herein, the Company has a practice of willfully misclassifying Claimant and other Aggrieved Employees. Despite scheduling Claimant and other Aggrieved Employees to work five or more hours in a day, the Company did not provide them with the opportunity to take a 30-minute, uninterrupted, duty-free meal period. The Company also did not provide Aggrieved Employees with the opportunity to take a second 30-minute uninterrupted, duty-free meal period when they worked ten or more hours in a workday. The Director of Operations instructed Aggrieved Employees that they had to be available at all times to answer calls. Although the Company did not provide Claimant and other Aggrieved Employees with lawful meal periods, the Company did not pay premium wages to Claimant and other Aggrieved Employees for each day a lawful meal period was not provided. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE PAID SICK LEAVE
(Labor Code §§ 246, 248.5, and 1197.1)

The Company has a common practice of failing to provide paid sick leave. The Company regularly employed Claimant and other Aggrieved Employees in California for 30 or more days within a year. The Company did not advise Claimant and other Aggrieved Employees of their right to sick leave. The Company also did not provide Aggrieved Employees, such as Claimant, sick leave as provided under Labor Code section 246. Instead, the Company required Aggrieved Employees, including Claimant, to take time off without pay and to provide advance notice. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**
(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. As discussed herein, the Company willfully misclassified the Aggrieved Employees, including Claimant. The Company also failed to timely pay Aggrieved Employees, such as Claimant, for all time actually worked or spent under the control of the employer, failed to timely pay overtime and/or double time wages for work in excess of 8 hours per day and/or 40 hours per week, failed to pay shift period premiums, failed to pay premium wages for non-compliant rest and/or meal periods, and failed to pay sick leave. Upon separation of employment, the Company failed to pay the aforementioned wages to the former Aggrieved Employees. The Company has also failed to pay the appropriate waiting time penalties for the late payment of such wages. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 247.5, and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The Company has a practice of not furnishing wage statements to Aggrieved Employees, including Claimant. On the rare occasion that the Company provides wage statements, the statements provided do not properly reflect the gross wages earned, total hours worked, all deductions, the number of piece-rate units earned and any applicable piece rate, net wages earned, the inclusive dates of the period for which the employee is being paid, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, the employee’s social security number or employee identification number, and the name or address of the legal entity that is the employer. The Company also did not keep records documenting the hours worked and paid sick days accrued and used by the employee. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

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FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 247.5, 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. The Company has a practice of only documenting the schedules of its employees and not when they actually perform work or are otherwise under their control. The Company has failed to document and maintain records showing all the time worked by the Aggrieved Employees, including the proper beginning and end of each work period, including meal periods, as well as all wages earned by the Aggrieved Employees, including Claimant. The Company also did not keep records documenting the hours worked and paid sick days accrued and used by the employee. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

The Company has a common practice of failing to reimburse for necessary expenses incurred in connection with employment. The Company does not provide its employees with the necessary equipment to perform their job duties. As a result, Claimant and the Other Aggrieved Employees have incurred job-related expenses to perform their duties including the purchase and maintenance of their personal computers, laptops, tablets, headsets, cell phones, as well as their internet and phone services. The Company, however, has not reimbursed Claimant and other Aggrieved Employees for the expenses incurred in performing their job duties. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**REQUIRING EMPLOYEES TO AGREE TO TERMS OR
CONDITIONS PROHIBITED BY LAW**

(Labor Code § 432.5)

The Company has a common practice of requiring Aggrieved Employees to agree to terms or conditions which are known by the Company to be prohibited by law. The Company requires Claimant and other Aggrieved Employees to enter into an Independent Contractor Agreement (“Agreement”) as a condition of their employment that includes unlawful terms or conditions, including engaging individuals as independent contractors instead of employees, as well as an overbroad assignment of inventions clause in violation of Labor Code sections 2870 and 2871. The Agreement also failed to include a written notification that the assignment of inventions clause does not apply to an invention that qualifies under Labor Code section 2870 in violation of Labor Code section 2872. The Agreement also contains a non-solicitation clause which prohibits a person from engaging in a lawful profession, trade, or business in violation of California Business and Professions Code section 16600. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and the applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

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FAILURE TO PROVIDE EMPLOYMENT RECORDS UPON REQUEST

(Labor Code §§ 226 (b) and (c), 432, and 1198.5)

The Company failed to provide employment records upon request. On February 3, 2025, Claimant sent the Company a letter requesting his employment records in accordance with Labor Code sections 226(b), 226(c), 432, and 1198.5. The Company had up to and including March 5, 2025, to provide Claimant's records. To date, the Company has yet to provide the requested employment records. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and the applicable IWC Wage Order on behalf of himself and the State of California.

RETALIATION

(Labor Code §§ 98.6 and 1102.5)

The Company retaliated against Claimant. Claimant raised questions about the classification of him and other Aggrieved Employees as independent contractors to the Chief Executive Officer and Chief Operating Officer. Claimant specifically requested that he be made a non-exempt employee. Following the discussion, Claimant was demoted from his position as Clinical Manager, his hours were significantly reduced, his promised bonus was delayed, and his privileges and access to the Company's secure online system was restricted, making it more difficult for Claimant to complete his job duties and log his time worked. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and the State of California.

CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 98.6(b)(3), 210, 558(a), 1102.5(f)(1), 1174.5, 1197.1, 1198.5(k), 2699(f)(2),
2699(f)(2)(A), and 2699(k)(1))

Labor Code section 98.6(b)(3) states that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to other remedies available to the applicant or employee.

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

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Labor Code section 1102.5(f)(1) states that an employer who violates Labor Code section 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to other remedies available to the employee.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

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

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. 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. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial 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.

Labor Code section 1198.5(k) imposes a penalty of \$750 on the employer for the employer's failure to comply with Labor Code section 1198.5.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company willfully misclassified Claimant and the other Aggrieved Employees and, as a result, violated the Labor Code and the applicable IWC Wage Order by failing to timely pay all minimum, regular, overtime, and/or double-time wages during employment; failing to timely pay split shift premiums; failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to authorize and permit the taking of legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to provide sick leave; failing to timely pay all wages due and owing upon separation of employment and/or timely pay waiting time penalties; failing to reimburse for necessary business expenses; requiring individuals as a condition of their employment to agree to terms or conditions prohibited by law; failing to provide Claimant's employment records upon request; and retaliating against Claimant. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 248.5, 1194, 1198.5(l), 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 248.5, 1194, 1198.5(l), 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed

by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,



Monique R. Rodriguez