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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

03/11/2025

By: L. Stewart Deputy

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **SUPERIOR COURT OF SACRAMENTO COUNTY**

10 LACONDALA BRIDGES, on behalf of
11 herself and others similarly situated

12 Plaintiff,

13 v.

14 PREMIER HEALTHCARE
15 PROFESSIONALS, INC.; CORRATEL
16 CORPORATION; and DOES 1-20, inclusive

17 DEFENDANTS.
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Case No: 25CV005325

FIRST-AMENDED CLASS ACTION
COMPLAINT FOR:

- 1) **FAILURE TO PAY FOR ALL HOURS WORKED**
- 2) **FAILURE TO PAY MINIMUM WAGE**
- 3) **FAILURE TO PAY OVERTIME**
- 4) **FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS**
- 5) **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**
- 6) **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**
- 7) **FAILURE TO FURNISH ACCURATE AND COMPLETE WAGE STATEMENTS**
- 8) **WAITING TIME PENALTIES**
- 9) **UNFAIR BUSINESS PRACTICES**

[AMOUNT DEMANDED EXCEEDS
\$25,000.00]

1 Plaintiffs LaCondala Bridges (“Plaintiff Bridges”) and Steven Le (“Plaintiff Le”)
2 (collectively, “Plaintiffs”), individually, on behalf of themselves and on behalf all others
3 similarly situated, as defined below, hereby allege the following facts and claims against
4 Defendant Premier Healthcare Professionals, Inc., a Georgia corporation; Defendant Corratel
5 Corporation, a New York Corporation; and respectfully request a trial by jury of all issues and
6 causes of action so triable. Unless otherwise specified, Defendants Premier Healthcare
7 Professionals, Inc., Corratel Corporation, and Does 1-20 will collectively be referred to as
8 “Defendants.”

9 **INTRODUCTION**

10 1. This class action complaint challenges Defendants’ past and ongoing unlawful
11 employment practices and policies on behalf of Plaintiffs and other similarly situated former and
12 current employees of Defendants, whose rights Defendants violated and continue to violate under
13 California law.

14 2. Specifically, as to Plaintiffs and others similarly situated, among other things,
15 Defendants have:

- 16 a. Failed and continue to fail to pay the promised regular rates of pay for all hours
17 worked in violation of Labor Code §§ 200, 223, 226, 500, 1197 and 1198 and the
18 Applicable Wage Orders;
 - 19 b. Failed and continue to fail to pay minimum wage for all hours worked in violation
20 of Labor Code §§ 1194 & 1197 and the Applicable Wage Orders;
 - 21 c. Failed and continue to fail to pay lawful overtime rates for all overtime hours
22 worked in violation of Labor Code §§ 510 and 1194 and the Applicable Wage
23 Orders;
 - 24 d. Failed and continue to fail to authorize or permit lawful meal breaks in violation
25 of Labor Code §§ 226.7 and 512 and the Applicable Wage Order;
 - 26 e. Failed and continue to fail to authorize or permit lawful rest breaks in violation of
27 Labor Code §§ 226.7 and the Applicable Wage Orders;
- 28

1 f. Failed and continue to fail to reimburse necessary business-related expenses and
2 costs in violation of Labor Code §§ 2800 and 2802 and the Applicable Wage
3 Orders;
4 g. Failed and continue to fail to timely furnish complete and accurate itemized wage
5 statements in violation of Labor Code § 226 and the Applicable Wage Orders;
6 h. Willfully failed to pay, without abatement or reduction, all final wages owed in
7 accordance with Labor Code §§ 201 or 202 and in violation of Labor Code § 203;
8 and
9 i. Committed and continue to commit unfair business practices in violation of
10 Business & Professions Code §17200, et seq.
11 3. The acts complained of herein occurred and will occur, at least in part, within the
12 time-period of four (4) years preceding the filing of the original Complaint up to and through the
13 time of trial.

14 **JURISDICTION AND VENUE**

15 4. This Court has jurisdiction over Defendants because Defendants have sufficient
16 minimum contacts in California and/or because they intentionally availed and continue to avail
17 themselves of the California market so as to render the exercise of jurisdiction over them by the
18 California courts consistent with traditional notions of fair play and justice.

19 5. Pursuant to Code of Civil Procedure § 395(a) venue is proper in this County since
20 at least some of the acts and omissions that are the subject matter of this Complaint occurred
21 herein and/or Defendants either are found, maintains offices, transact business, exist and/or have
22 agents herein.

23 **PARTIES**

24 6. At all relevant times mentioned herein, Plaintiff Bridges was a nurse and a resident
25 of the States of Mississippi.

26 7. At all relevant times mentioned herein, Plaintiff Le was a nurse and a resident of
27 the States of California.
28

8. Upon information and belief, Defendant Premier Healthcare Professionals, Inc. is a staffing agency and is, and at all times herein mentioned was, a Georgia corporation duly authorized to do business in California.

9. Upon information and belief, Defendant Corratel Corporation is a staffing agency and is, and at all times herein mentioned was, a New York corporation duly authorized to do business in California.

10. The true names or capacities, whether individual, associate or otherwise, of Does 1-20, inclusive, are unknown to Plaintiffs and, therefore, Plaintiffs sue these Doe Defendants by such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to allege such names and capacities as soon as they are ascertained. Upon information and belief, each of these fictitiously named Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiffs' injuries and damages as alleged and set forth herein were proximately caused by such fictitiously named Defendants.

11. Upon information and belief, Plaintiffs allege that at all relevant times each Defendant was the principal, agent, employer, employee, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for the conduct of each of them.

12. Upon information and belief, Plaintiffs allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and agreement to do the things alleged herein.

GENERAL ALLEGATIONS

13. On multiple occasions, Defendants have hired, paid, and assigned Plaintiff Bridges to work multi-week travel assignments in California, as a non-exempt, hourly-paid nurse. Most recently, Defendants hired, paid and assigned to work an assignment at the Kaiser

1 Permanente in Sacramento, California from in about July 2024 to in or about October 2024.
2 During this assignment, Plaintiff Bridges worked overtime and double time. Plaintiff Bridges has
3 since resigned from her employment with Defendants.

4 14. On multiple occasions, Defendants have hired, paid, and assigned Plaintiff Le to
5 work multi-week travel assignments in California, as a non-exempt, hourly-paid nurse. Most
6 recently, Defendants hired, paid and assigned Plaintiff Le to work an assignment at the Kaiser
7 Medical Center in Los Angeles, California from in about January 2025 to in or about February
8 2025. During this assignment, Plaintiff Le worked overtime and double time.

9
10 **I. Defendants' Failure to Take "Allowances" into Account in Determining**
11 **Overtime and Double Time Rates**

12 15. Under Labor Code § 200, "wages" consist of "all amounts for labor performed by
13 employees of every description, whether the amount is fixed or ascertained by the standard of
14 time, task, piece, commission basis, or other method of calculation." In California, overtime is
15 computed based on the regular rate of pay. The regular rate of pay includes many different kinds
16 of remuneration, including hourly earnings, salary, piece work earnings, commissions, certain
17 bonuses, and the value of meals and lodging.

18 16. During the applicable recovery period, Defendants, from time to time, adjusted
19 the "allowances" they promised to their employees, including lodging, meal and/or incidental
20 payments, based on number of hours or shifts they worked during the workweek, so that the
21 amount of the "allowances" were based upon, and varied with, the number of weekly hours or
22 shifts worked by their employees. For instance, pursuant to Plaintiff Bridge's assignment
23 agreement called "Job Offer Contract," Defendants promised to pay her \$1,015 in "Housing &
24 Travel Allowance" and \$483 in "Meal Allowance" but pursuant to the same agreement the
25 "allowances" were subject to proration based on amount of work performed:

26
27 All allowances and/or Corratel Corporation provided accommodations are
28 contingent upon Employee completing the contracted base hours per week listed
in the "Assignment Details" section of this agreement.

Failure by Employee to meet the required base hours on a weekly basis will result in proration of allowances and/or deductions.

17. During the applicable recovery period, Defendants, from time to time, included “allowances” as part of their employees’ paychecks and characterized them as part of their “net pay” and did not verify whether their employees actually incurred such expenses.

18. Defendant’s “allowances” are not intended to reimburse their employees for their travel expenses, but, in fact, are a form of wages. However, despite the fact that the “allowances” function as wages, during the applicable recovery period, Defendants, from time to time, failed to include the value of those “allowances” including lodging, meals and/or incidentals, whether paid in cash or in kind, in their employees’ regular rates of pay, for the purposes of calculating their lawful overtime or double-time rates of pay.

II. Defendants’ Failure to Take Non-Discretionary Bonuses into Account in Determining Overtime and Double Time Rates

19. During the applicable recovery period, Defendants have, from time to time, not included earned non-discretionary bonuses as part of the employees’ regular rates of pay in determining their overtime or double-time pay in violation of California law.

III. Defendants’ Failure to Pay for All Hours Worked

20. During the applicable recovery period, Defendants, from time to time, required their employees to take and complete training/orientation courses (or modules), which are job-specific, without compensating them for such time.

21. Under California law, the time spent attending these training/orientation courses is compensable because, among other things, they are not voluntary and are directly related to employees’ jobs as they are designed to make employees handle their jobs more effectively as opposed to training them for another job or a new or additional skill.

IV. Defendants’ Failure to Authorize and/or Permit Lawful Meal or Rest Breaks

22. During the applicable recovery period, Defendants have, from time to time, not authorized or permitted their employees, including Plaintiffs, to take lawful meal or rest breaks

1 under California law, due to, among other reasons, work overload and understaffing at their
2 jobsites.

3 **V. Defendants' Failure to Reimburse Necessary Business Expenses**

4 23. During the applicable recovery period, Defendants have, from time to time, not
5 reimbursed their employees for the cost of using their personal mobile phones for work purposes
6 in violation of California law.

7 **CLASS ACTION ALLEGATIONS**

8 24. This action is brought and may properly be maintained as a class action pursuant
9 to the provisions of Code of Civil Procedure § 382.

10 25. Plaintiffs reserve the right under California Rules of Court, Rule 1855 (b) to
11 amend or modify the description of the class, as defined below, with greater specificity or further
12 division into subclasses or limitation to certain issues.

13 26. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action
14 because there is a well-defined community of interest in the litigation and the proposed class is
15 easily ascertainable.

16 27. For the purposes of this Complaint, "Class Period" means any time from four
17 years prior to the filing of this Complaint until the date of class certification.

18 28. The putative class Plaintiffs will seek to certify are currently composed of and
19 defined as follows:

20 All of Defendants' non-exempt employees who were assigned to work at
21 any facility inside California during the Class Period (the "Class").

22 29. **Numerosity:** Pursuant to Code of Civil Procedure § 382, the members of the Class
23 are so numerous that their individual joinder is impracticable. The precise number of class
24 members and their addresses will be known to Plaintiffs through discovery. Class members may
25 be notified of the pendency of this action by mail, electronic mail, the internet, or published
26 notice.

27 30. **Common Questions Predominate:** Common questions of law and fact exist as
28 to all members of the Class and predominate over any questions that affect only individual

1 members of those Class. The predominant common questions of law and fact include whether
2 Defendants:

- 3 a. Failed and continue to fail to pay the promised regular rates of pay for all hours
4 worked in violation of Labor Code §§ 200, 223, 226, 500, 1197 and 1198 and the
5 Applicable Wage Orders;
- 6 b. Failed and continue to fail to pay minimum wage for all hours worked in violation
7 of Labor Code §§ 1194 & 1197 and the Applicable IWC Wage Orders;
- 8 c. Failed and continue to fail to pay lawful overtime rates for all overtime hours
9 worked in violation of Labor Code §§ 510 and 1194 and the Applicable Wage
10 Orders;
- 11 d. Breached and continue to breach their agreements by failing to pay all
12 contractually promised and earned “on-call” pay;
- 13 e. Failed and continue to fail to authorize or permit lawful meal breaks in violation
14 of Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;
- 15 f. Failed and continue to fail to authorize or permit lawful rest breaks in violation of
16 Labor Code §§ 226.7 and the Applicable Wage Orders;
- 17 g. Failed and continue to fail to reimburse necessary business-related expenses and
18 costs in violation of Labor Code §§ 2800 and 2802 and the Applicable Wage
19 Orders;
- 20 h. Failed and continue to fail to timely furnish complete and accurate itemized wage
21 statements in violation of Labor Code § 226 and the Applicable Wage Orders;
- 22 i. Willfully failed to pay, without abatement or reduction, all final wages owed in
23 accordance with Labor Code §§ 201 or 202 and in violation of Labor Code § 203;
24 and
- 25 j. Committed and continue to commit unfair business practices in violation of
26 Business & Professions Code §17200, et seq.

27
28 31. **Typicality:** Plaintiffs’ claims are typical of the claims of the members of the Class
he seeks to represent because Plaintiffs, as employee of Defendants, were exposed and subjected

1 to the same unlawful business practices as the other members of the Class. Thus, Plaintiffs and
2 the members of the Class they seek to represent sustained the same types of damages and losses.

3 32. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Class.
4 Plaintiffs' attorneys have experience in employment and class action matters and may adequately
5 represent the class in this matter. Plaintiffs have no adverse interests to those in the Class.

6 33. **Superiority:** A class action is superior to other available means for the fair and
7 efficient adjudication of this controversy. Because individual joinder of all members of each of
8 the Class is impractical, class action treatment will permit a large number of similarly situated
9 persons to prosecute their common claims in a single forum simultaneously, efficiently and
10 without the unnecessary duplication of effort and expense that numerous individual actions
11 would engender. The relatively minor amount of individual damages in question coupled with
12 the expenses and burdens of individual litigation would make it difficult or impossible for
13 individual members of the Class to redress the wrongs done to them, while important public
14 interests will be served by addressing the matter as a class action. The cost to and burden on the
15 court system of adjudication of individualized litigation would be substantial and substantially
16 more than the costs and burdens of a class action. Individualized litigation would also present the
17 potential for inconsistent or contradictory judgments.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY FOR ALL HOURS WORKED**

20 **(Against All Defendants)**

21 34. Plaintiffs hereby incorporate by reference all other allegations contained in this
22 Complaint as though fully set forth herein.

23 35. During the applicable recovery period, Defendants were required to compensate
24 their hourly employees for all hours worked pursuant to the Applicable Wage Orders and Labor
25 Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

26 36. During the applicable recovery period, Defendants, from time to time, failed to
27 compensate Plaintiffs and the Class for all hours worked by not compensating them for their
28 work.

1 37. Under the Applicable Wage Orders, statutes, and regulations, Plaintiffs and the
2 Class are entitled to recover compensation for all hours worked, but not paid, during the
3 applicable recovery period, plus reasonable attorneys' fees, costs of suit pursuant to Labor Code
4 § 218.5, and penalties pursuant to Labor Code §§ 203 and 226.

5 38. In violation of California law, Defendants have knowingly and willfully refused
6 to perform their obligations to compensate Plaintiffs and the Class for all wages earned and all
7 hours worked. As a direct result, they have suffered, and continue to suffer, substantial losses
8 related to the use and enjoyment of such wages, lost interest on such unpaid wages, incurred
9 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations
10 under California law, all to their respective damage in amounts according to proof at time of trial,
11 but in amounts in excess of the jurisdiction of this Court.

12 39. Defendants' conduct described herein violates Labor Code §§ 200, 223, 226, 500,
13 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203,
14 218.5, 226, 558, 1194 and 1194.2, Plaintiffs and the Class are entitled to recover damages for the
15 nonpayment of wages of all hours worked in addition to penalties, reasonable attorneys' fees,
16 expenses, and costs of suit.

17 **SECOND CAUSE OF ACTION**
18 **FAILURE TO PAY MINIMUM WAGE**
19 **(Against All Defendants)**

20 40. Plaintiffs hereby incorporate by reference all other allegations contained in this
21 Complaint as though fully set forth herein.

22 41. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer
23 to suffer or permit a California employee to work without paying wages at the proper minimum
24 wage for all time worked as required by the Applicable Wage Orders.

25 42. Pursuant to the Applicable Wage Orders "hours worked" include "the time during
26 which an employee is subject to the control of an employer, and includes all the time the
27 employee is suffered or permitted to work, whether or not required to do so."
28

1 43. During the applicable recovery period, Plaintiffs and the Class, from time to time,
2 suffered, were permitted, and required to perform work for which they received no pay. As a
3 direct and proximate result of Defendants' failure to pay Plaintiffs and the Class, they have been
4 damaged in the amount of the owed minimum wages.

5 44. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiffs and the Class are entitled
6 to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount,
7 interest, attorneys' fees, and incurred costs, all in a total amount subject to proof at time of trial.

8 45. The aforementioned acts by Defendants were undertaken with the intention of
9 depriving Plaintiffs and the Class of their property and/or legal rights and causing injury to them.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME**

12 **(Against All Defendants)**

13 46. Plaintiffs hereby incorporate by reference all other allegations contained in this
14 Complaint as though fully set forth herein.

15 47. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
16 Orders During the applicable recovery period, Defendants were required to compensate Plaintiffs
17 and the Class for all overtime hours worked, which is calculated at one and one-half times the
18 regular rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week.
19 Defendants were also required to compensate Plaintiffs and the Class for all hours worked in
20 excess of 12 hours in any workday at double their regular rate of pay. Additionally, under
21 California law, Defendants were required to include any payments for work in the regular rate of
22 pay for overtime and double-time calculation purposes.

23 48. As fully alleged above, during the applicable recovery period, Defendants, from
24 time to time, failed to include the value of the "allowances" including, but not limited to, housing,
25 meals and incidentals allowances, whether paid in cash or in kind, and earned non-discretionary
26 bonuses in Plaintiffs' and the Class's regular rates of pay for purposes of calculating their
27 overtime and double-time pay. Therefore, Plaintiffs and the Class were not fully paid for all the
28 overtime and/or double-time payments legally owed to them.

1 49. As a direct result of aforementioned violations, Plaintiffs and the Class have
2 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
3 lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to
4 fully perform their obligations under state law, all to their respective damage in amounts
5 according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

6 50. Pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, and 1194, Plaintiffs and the
7 Class are entitled to recover owed overtime and double-time compensation from Defendants and
8 civil penalties, plus interest penalties, attorneys' fees, expenses, and costs of suit.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS**

11 **(Against All Defendants)**

12 51. Plaintiffs hereby incorporate by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 52. Labor Code § 226.7(a) provides, "No employer shall require any employee to
15 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
16 Commission."

17 53. Labor Code § 512(a) provides, in relevant part, that: "An employer may not
18 employ an employee for a work period of more than five hours per day without providing the
19 employee with a meal period of not less than 30 minutes, except that if the total work period per
20 day of the employee is no more than six hours, the meal period may be waived by mutual consent
21 of both the employer and employee. An employer may not employ an employee for a work period
22 of more than 10 hours per day without providing the employee with a second meal period of not
23 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
24 meal period may be waived by mutual consent of the employer and the employee only if the first
25 meal period was not waived."

26 54. During the applicable recovery period, Plaintiffs and the Class, from time to time,
27 worked in excess of 5-hour work periods without being authorized and/or permitted to take a
28

1 lawful first and/or second meal break, as required by Labor Code §§ 226.7, 512 and the
2 Applicable Wage Orders.

3 55. During the applicable recovery period, Defendants, from time to time, failed to
4 pay Plaintiffs and the Class premium wages mandated by Labor Code § 226.7(b) for these
5 unlawful meal breaks. As a result of violations of Labor Code §§ 226.7 and 512 and the
6 Applicable Wage Orders, Defendants are liable for civil penalties pursuant to Labor Code §§ 558
7 and 2698 et seq.

8 56. Plaintiffs and the Class are entitled to recover premium wages in the amount of
9 one additional hour of pay at their regular rate of compensation for each work day that a meal
10 break was not authorized and/or permitted. Plaintiffs and the Class are also entitled to their costs
11 and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at
12 the legal rate of interest.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**

15 **(Against All Defendants)**

16 57. Plaintiffs hereby incorporate by reference all other allegations contained in this
17 Complaint as though fully set forth herein.

18 58. California Labor Code § 226.7(a) provides, "No employer shall require any
19 employee to work during any meal or rest period mandated by an applicable order of the
20 Industrial Welfare Commission."

21 59. The Applicable Wage Orders require that employers authorize or permit
22 nonexempt employees to take a rest break that must, insofar as practicable, be taken in the middle
23 of each work period. The rest break is based on the total hours worked daily and must be at the
24 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
25 thereof.

26 60. Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an
27 employee a rest break in accordance with an applicable Wage Orders, the employer shall pay the
28 employee one additional hour of pay at the employee's regular rate of pay for each workday that

1 the rest break is not provided. The provisions of the Applicable Wage Orders state that the rest
2 break is defined as a “net” ten minutes, which means that the rest break begins when the employee
3 reaches an area away from the work area that is appropriate for rest.

4 61. During the applicable recovery period, Plaintiffs and the Class worked 4-hour
5 work periods, or a major fraction thereof, without being authorized and/or permitted to take
6 lawful rest breaks, as required by Labor Code § 226.7 and the Applicable Wage Orders

7 62. During the applicable recovery period, Defendants, from time to time, failed to
8 pay Plaintiffs and the Class premium wages mandated by Labor Code § 226.7(b) for these
9 unlawful rest breaks. As a result of violations of Labor Code §§ 226.7 and the Applicable Wage
10 Orders, Defendants are liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

11 63. Plaintiffs and the Class are entitled to recover premium wages in the amount of
12 one additional hour of pay at their regular rate of compensation for each work day that a rest
13 break was not authorized and/or permitted. Plaintiffs and the Class are also entitled to their costs
14 and reasonable attorneys’ fees, according to proof and to interest on all due and unpaid wages at
15 the legal rate of interest.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

18 **(Against All Defendants)**

19 64. Plaintiffs hereby incorporate by reference all other allegations contained in this
20 Complaint as though fully set forth herein.

21 65. Pursuant to California Labor Code §§ 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her job
24 duties or in direct consequence of his or her obedience to the directions of the employer.

25 66. Plaintiffs and the Class, from time to time, incurred necessary cell phone expenses
26 and costs in order to perform their duties, for which Defendants failed to reimburse them in
27 violation of California law.
28

67. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class for such necessary business-related expenses and costs. Plaintiffs and the Class are entitled to recover from Defendants such business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

SEVENTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE AND COMPLETE WAGE STATEMENTS

(Against All Defendants)

68. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as though fully set forth herein.

69. This claim is brought under Labor Code § 226(a), which sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

70. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

71. From time to time, Defendants knowingly and intentionally failed to provide Plaintiffs and the Class with paycheck deduction statements accurately or fully displaying the information required by Labor Code § 226(a).

72. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs and the Class are each entitled to a civil penalty of \$50 for the initial pay period and

1 \$100 for each subsequent pay period in which Defendants violated the reporting requirements of
2 Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3,
3 Defendants are subject to a civil penalty in the amount of \$250 per employee per violation in an
4 initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the
5 employer fails to provide the employee a wage deduction statement or fails to keep the records
6 required under Labor Code § 226(a).

7 **EIGHTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(Against All Defendants)**

10 73. Plaintiffs hereby incorporate by reference all other allegations contained in this
11 Complaint as though fully set forth herein.

12 74. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
13 employee after said employee is discharged or quits.

14 75. Labor Code § 203 provides a penalty for the willful failure to pay all wages due
15 to an employee who is discharged or quits. This penalty consists of an amount equal to the sum
16 of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in
17 an amount not to exceed the equivalent of 30 days' pay.

18 76. During all relevant times hereto, Plaintiff Bridges and an unknown number of
19 members of the Class have separated from Defendants as a result of being discharged or having
20 voluntarily resigned their employment.

21 77. While employed by Defendants, these employees were entitled to compensation
22 for the violations set forth in this Complaint. Defendants failed to pay all wages due to the
23 Plaintiff Bridges and some of the members of the Class who separated from Defendants.
24 Defendants are required to compensate these employees for all their unpaid wages earned and an
25 additional penalty equal to the daily earnings of such employees up to an amount equal to those
26 owed for 30 days of work. Plaintiff Bridges does not allege that all separated members of the
27 Class are owed waiting time penalties or that they are owed the full 30-day penalty under Labor
28 Code § 203, because it is unknown to Plaintiff Bridges at this time whether Defendants paid some

1 of the separated members of the Class all their owed wages upon separation or paid them all their
2 owed wages less than 30 days after their separation.

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES**

5 **(Against All Defendants)**

6 78. Plaintiffs hereby incorporate by reference all other allegations contained in this
7 Complaint as though fully set forth herein.

8 79. Defendants have engaged in unfair business practices in California by practicing,
9 employing and utilizing the employment practices outlined in this Complaint by requiring their
10 non-exempt employees to perform the labor complained of herein without proper compensation.
11 Defendants' utilization of such unfair business practices constitutes unfair competition and
12 provides an unfair advantage over their competitors.

13 80. Plaintiffs and the Class seek full restitution and disgorgement of monies, as
14 necessary and according to proof, to restore any and all monies withheld, acquired and/or
15 converted by Defendants by means of the unfair practices complained of herein.

16 81. Plaintiffs and the Class seek, on their own behalf and on behalf of the general
17 public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at
18 least in part, within the last four (4) years preceding the filing of the original complaint in this
19 action.

20 82. Upon information and belief, Plaintiffs allege that at all times herein mentioned
21 Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by
22 Business and Professions Code § 17200 et seq., including those set forth in the Complaint herein,
23 thereby depriving Plaintiffs and the Class, and other members of the general public the minimum
24 working condition standards and conditions due to them under the California labor laws and the
25 applicable Wage Orders as specifically described herein.

26 83. Plaintiffs and the Class are further entitled to and do seek both a declaration that
27 the above-described business practices are unfair, unlawful and/or fraudulent and injunctive
28 relief restraining Defendants from engaging in any of such business practices in the future. Such

1 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
2 irreparable injury in that Defendants will continue to violate these California laws, represented
3 by labor statutes and the wage orders, unless specifically ordered to comply with same. This
4 expectation of future violations will require current and future employees to repeatedly and
5 continuously seek legal redress in order to gain compensation to which they are entitled under
6 California law. Plaintiffs and the Class have no other adequate remedy at law to ensure future
7 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
8 violated herein.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray
11 for relief and judgment against Defendants as follows:

12 1. Certification of this action as a class action on behalf of the Class alleged in this
13 Complaint;

14 2. For general damages, according to proof, on each cause of action for which such
15 damages are available;

16 3. For compensatory damages, according to proof, on each cause of action for which
17 such damages are available;

18 4. For restoration and restitution of lost wages, statutory penalties, and all other
19 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

20 5. For declaratory and injunctive relief as requested herein;

21 6. For prejudgment and post-judgment interest according to law;

22 7. For reasonable attorneys' fees incurred in this action on those causes of action for
23 which such fees are recoverable under the law;

24 8. For costs of suit incurred in this action;

25 9. Disgorgement of all gains unjustly gained by Defendants; and

26 10. Any other remedies, whether in law or equity, that the Court deems properly.
27
28

1 Dated: March 11, 2025

Respectfully submitted,

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3 SHAKOURI LAW FIRM

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6 By: Ashkan Shakouri
7 Ashkan Shakouri
8 Attorneys for Plaintiffs
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10 **DEMAND FOR JURY TRIAL**

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12 Plaintiffs demand a jury trial on issues triable to a jury.
13

14 Dated: March 11, 2025

Respectfully submitted,

15 SHAKOURI LAW FIRM

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18 By: Ashkan Shakouri
19 Ashkan Shakouri
20 Attorneys for Plaintiffs
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2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
5 not a party to the within action; my business address is 401 Wilshire Boulevard, 12th Floor, Santa
6 Monica, California 90401. I served the foregoing document(s) described as:

7 • **PLAINTIFF'S FIRST-AMENDED CLASS ACTION COMPLAINT**

8
9
10 X BY MAIL: I caused to be served the foregoing document on all interested parties in this action
via mail only. The document will be deemed served on the date it was mailed.

11 Addressed to:

12 **Corratel Corporation**
13 **100 Colony Park Drive, Suite 300**
Cumming, GA 30040

14 **Corratel Corporation**
15 **c/o Corporation Service Company**
2710 Gateway Oaks Drive
Sacramento, CA 95833

16
17 **Premier Healthcare Professionals, Inc.**
100 Colony Park Drive, Suite 300
Cumming, GA 30040

18
19 **Premier Healthcare Professionals, Inc.**
20 **c/o Corporation Service Company**
2710 Gateway Oaks Drive
Sacramento, CA 95833

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22
23
24
25 I declare under penalty of perjury under the laws of the State of California that the above is true
and correct.

26
27 Date: March 11, 2025

Ashkan Shakouri
Ashkan Shakouri