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10 Attorneys for Plaintiff ERIC ALLEN,
11 individually, and on behalf of all others
12 similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 ERIC ALLEN, individually, and on behalf of
16 all others similarly situated,

17 Plaintiff,

18 vs.

19 PACIFIC CLINICS; and DOES 1 through 100,
20 inclusive,

21 Defendants.

CASE NO.: 25STCV13063

*(Assigned for all purposes to
Hon. David S. Cunningham, Dept. 11)*

CLASS ACTION

**FIRST AMENDED CLASS AND
PAGA ACTION COMPLAINT:**

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

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF ERIC ALLEN (“PLAINTIFF”) an individual, demanding a jury trial, on behalf
3 of himself and all other aggrieved employees, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of himself and all other “aggrieved
6 employees” who worked for DEFENDANTS PACIFIC CLINICS; and DOES 1 through 100
7 inclusive (collectively “DEFENDANTS”) to recover, among other things, wages and penalties
8 from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid
9 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay
10 all wages due to discharged and quitting employees, failure to indemnify employees for necessary
11 expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized
12 wage statements, failure to maintain required records, and interest, attorneys’ fees, costs, and
13 expenses.

14 2. PLAINTIFF is a citizen and resident of the State of California who resides in
15 Pasadena, California. At all times material to this complaint, PLAINTIFF was employed by
16 DEFENDANTS in the State of California as a non-exempt employee.

17 3. PLAINTIFF worked for DEFENDANTS as a Mental Health Worker from on or
18 about 2015 to July 2024.

19 4. DEFENDANTS required employees, including Mental Health Workers like
20 PLAINTIFF, to remain in the field and on duty through meal and rest breaks in violation of the
21 California Labor Code as further set forth herein.

22 **DEFENDANTS**

23 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
24 PACIFIC CLINICS is and was at all times relevant hereto a corporation organized and existing
25 under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon
26 alleges, that DEFENDANT PACIFIC CLINICS is authorized to conduct business in the State of
27 California, and does conduct business in the State of California. DEFENDANT PACIFIC CLINICS
28 conducts business in, and engages in illegal payroll practices or policies in, the County of Los

1 Angeles, California.

2 6. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
3 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious
4 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT
5 designated as a DOE is highly responsible in some manner for the events and happenings referred
6 to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will
7 seek leave of the court to amend this Complaint to allege their true names and capacities when
8 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged
9 in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint
10 employers of PLAINTIFF.

11 7. There exists, and at all times herein mentioned existed, a unity of interest and
12 ownership between the named DEFENDANTS, including DOES, such that any corporate
13 individuality and separateness between the named defendants has ceased, and that the named
14 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
15 enterprise, or are mere instrumentalities of one another.

16 8. At all material times herein, each DEFENDANT was the agent, servant, co-
17 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,
18 and course of said agency, service, conspiracy and/or employment and with the express and/or
19 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
20 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
21 alternative theories whenever not doing so would result in a contradiction with the other allegations.

22 9. Whenever reference is made in this Complaint to any act, deed, or conduct of
23 Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or
24 through one or more of its officers, directors, agents, employees, or representatives who was
25 actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary
26 business and affairs.

27 10. As to the conduct alleged herein, each act was authorized, ratified or directed by
28 DEFENDANTS' officers, directors, or managing agents.

1 11. At all relevant times herein, PLAINTIFF and other aggrieved employees were
2 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
3 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
4 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
5 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
6 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
7 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
8 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved
9 employees for necessary expenditures; and requiring, permitting or suffering the employees to work
10 off the clock, in violation of the California Labor Code and the applicable Welfare Commission
11 (“IWC”) Orders.

12 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
13 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
14 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
15 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

16 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
17 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
18 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

19 **JURISDICTION AND VENUE**

20 14. The Superior Court of the State of California has jurisdiction in this matter because
21 PLAINTIFF is a resident of the State California, and DEFENDANTS are qualified to do business
22 in California and regularly conduct business in California. Further, no federal question is at issue
23 because the claims are based solely on California law.

24 15. Venue is proper in this judicial district and the County of Los Angeles, California
25 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles,
26 DEFENDANTS transact business in the County of Los Angeles, and DEFENDANTS’ illegal
27 payroll policies and practices, which are the subject of this action were applied, at least in part, to
28 PLAINTIFF, and other persons similarly situated in the County of Los Angeles.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 16. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
3 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
4 former non-exempt aggrieved employees of DEFENDANTS working as Data Labelers or in similar
5 non-exempt positions in the State of California at any time within the period beginning one year
6 prior to the filing of PLAINTIFF’S LWDA letter concerning this action and ending at the time this
7 action settles or proceeds to final judgment (“PENALTY PERIOD”).

8 17. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
9 on April 25, 2025 to the California Labor and Workforce Development Agency (“LWDA”) and by
10 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
11 Orders alleged to have been violated, including the facts and theories to support the alleged
12 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more
13 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has
14 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,
15 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3
16 to commence a representative action under PAGA.

17 **CLASS ACTION ALLEGATIONS**

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

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

21 b. This action involves common questions of law and fact to the potential class
22 because the action focuses on the DEFENDANTS’ systematic course of illegal payroll practices
23 and policies, which was applied to all hourly employees in violation of the California Labor Code,
24 IWC Wage Orders, and the California Business and Professions Code which prohibits unfair
25 business practices arising from such violations.

26 c. The claims of the PLAINTIFF are typical of the class because
27 DEFENDANTS subjected all of their hourly employees to identical violations of the California
28 Labor Code and California Business and Professions Code as set forth herein.

1 d. PLAINTIFF is able to fairly and adequately protect the interests of all
2 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
3 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours worked.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Required Meal Periods**

6 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

7 **(Against All DEFENDANTS)**

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

10 20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
11 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
12 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
13 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
14 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
15 § 226.7, 512 and IWC Wage Order No. 4-2001, § 11.

16 21. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
17 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
18 not provided with a meal period, in accordance with the applicable wage order, one additional hour
19 of compensation at each employee's regular rate of pay for each workday that a meal period was
20 not provided.

21 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
22 and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
23 for all hours worked during their meal periods.

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

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1 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
2 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
3 seventh consecutive day of work in any workweek.

4 30. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
6 No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
7 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
8 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
9 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
10 §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting or suffering PLAINTIFF
11 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
12 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording
13 time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
14 PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage
15 statements to PLAINTIFF for each pay period; and other methods to be discovered.

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

23 32. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
24 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
25 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
26 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
27 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
28 expenses, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

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

4 **(Against All DEFENDANTS)**

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

7 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
9 in a payroll period is unlawful.

10 35. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
11 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
14 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;
15 failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide
16 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;
17 and other methods to be discovered.

18 36. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
19 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
20 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
21 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
22 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
23 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
24 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

25 **FIFTH CAUSE OF ACTION**

26 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

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

28 **(Against All DEFENDANTS)**

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

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

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

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

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

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

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

26 **SIXTH CAUSE OF ACTION**

27 **Failure to Provide Accurate Itemized Wage Statements**

28 **[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]**

1 (Against All DEFENDANTS)

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

4 45. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
5 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
6 writing showing each employee's gross wages earned, total hours worked, all deductions made, net
7 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
8 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
10 § 226 and IWC Wage Order No. 4-2001, § 7.

11 46. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
12 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements
13 in accordance with California Labor Code § 226(a).

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

21 **SEVENTH CAUSE OF ACTION**

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

23 **[Cal. Labor Code § 2802]**

24 (Against All DEFENDANTS)

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

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

4 50. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
5 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
6 in direct consequence of the discharge of their duties while working under the direction of
7 DEFENDANTS, including but not limited to expenses for gas, mileage, cell phone usage, and other
8 employment-related expenses, in violation of California Labor Code § 2802.

9 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
11 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
12 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
13 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
14 including those provided in California Labor Code § 2802(c), as well as other available remedies.

15 **EIGHTH CAUSE OF ACTION**

16 **Unfair and Unlawful Business Practices**

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

18 **(Against All DEFENDANTS)**

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

21 53. Each and every one of DEFENDANTS' acts and omissions in violation of the
22 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
23 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
24 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
25 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
26 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
27 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
28 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS

1 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties
2 constitutes unfair and unlawful business practices under California Business and Professions Code
3 § 17200 *et seq.*

4 54. DEFENDANTS' violations of California wage and hour laws constitute a business
5 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
6 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
7 MEMBERS.

8 55. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
9 rest periods, and other benefits as required by the California Labor Code, the California Code of
10 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
11 report, and pay the correct sums of assessment to the state authorities under the California Labor
12 Code and other applicable regulations.

13 56. As a result of DEFENDANTS' unfair and unlawful business practices,
14 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
15 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
16 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

17 57. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
18 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
19 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
20 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
21 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
22 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

23 **NINTH CAUSE OF ACTION**

24 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

25 **[Cal. Labor Code §§ 2698- 2699.5]**

26 **(Against All DEFENDANTS)**

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

1 59. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
2 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
3 current and former employees of DEFENDANTS pursuant to the procedures specified in California
4 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
5 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
6 committed against PLAINTIFF during the PENALTY PERIOD.

7 60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
8 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
9 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
10 Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth
11 above, including but not limited to:

- 12 a. Failing to properly compensate PLAINTIFF and other current and former
13 employees for missed meal periods in violation of California Labor Code §§
14 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;
- 15 b. Failing to properly compensate PLAINTIFF and other current and former
16 employees for missed rest periods in violation of California Labor Code §§
17 226.7 and 512 and IWC Wage Order No. 4;
- 18 c. Failing to properly compensate PLAINTIFF and other current and former
19 employees for all overtime hours worked in violation of California Labor Code
20 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;
- 21 d. Failing to compensate PLAINTIFF and other current and former employees at a
22 wage rate at least equal to the California minimum wage for each hour worked
23 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
24 IWC Wage Order No. 4;
- 25 e. Failing to maintain required records in violation of California Labor Code §§
26 1174-1174.5;
- 27 f. Failing to provide PLAINTIFF and other current and former employees with
28 accurate itemized wage statements that set forth the wage rate paid for each hour

the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;

6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
14. For such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 7, 2025

Respectfully submitted,

THE KICK LAW FIRM, APC

By: *Tyler Dosaj*

TARAS KICK
TYLER J. DOSAJ

Attorneys for Plaintiff ERIC ALLEN,
individually, and on behalf of all others
similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in Los Angeles, state of California. My business address 815 Moraga Drive, Los Angeles, California 90049.

On the execution date, I served true copies of the following document(s) described as:

- **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT,**

on the interested parties in this action as follows:

Marlene S. Muraco, Bar No. 154240
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Attorneys for Defendant PACIFIC CLINICS

Yvonne Zapien,
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[X] BY E-MAIL OR ELECTRONIC TRANSMISSION: Consistent with Code of Civil Procedure § 1060.6(a)(2)(4)(5) and 1013(g), or otherwise based on a court order, local rule, emergency rule, or agreement of the parties to accept service by email or electronic transmission, I caused a copy of the document(s) to be sent from e-mail address alina@kicklawfirm.com to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 8, 2025, in California.

/s/ Alina Muresan
Alina Muresan, Paralegal