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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KEVIN FLEMING, individually, and
on behalf of a Class of all other
persons similarly situated

Plaintiff,

vs.

ACADIA HEALTHCARE
COMPANY, INC., a Delaware
Corporation; CALIFORNIA
TREATMENT SERVICES, LLC, a
California Limited Liability Company;
and DOES 1 through 100, inclusive,

Case No.: 8:22-cv-01791-DOC-JDE

CLASS AND COLLECTIVE ACTION

Assigned To:

**Hon. David O. Carter
Courtroom 10A**

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY WAGES UNDER THE FLSA [NATIONWIDE];**
- 2. FAILURE TO PAY OVERTIME;**
- 3. FAILURE TO PAY WAGES FOR ALL HOURS WORKED;**
- 4. FAILURE TO PROVIDE MEAL PERIODS;**
- 5. FAILURE TO PROVIDE REST PERIODS;**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 7. FAILURE TO PAY WAGES DUE TWICE MONTHLY;**
- 8. FAILURE TO REIMBURSE EXPENSES;**
- 9. FAILURE TO PAY WAGES ON TERMINATION OF EMPLOYMENT;**
- 10. UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES;**
- 11. VIOLATIONS OF THE PRIVACY ACT**

DEMAND FOR JURY TRIAL

PLAINTIFF KEVIN FLEMING (“Plaintiff”) individually, and on behalf of himself and all others similarly situated, files this First Amended Collective and Class Action Complaint and Representative Action Under the Private Attorneys General Act (the “PAGA,” and this complaint is hereinafter referred to as the “FAC”) against DEFENDANTS ACADIA HEALTHCARE COMPANY, INC. and CALIFORNIA TREATMENT SERVICES, LLC (hereafter “Acadia” or “Defendants”) and allege as follows:

I. INTRODUCTION

1. This FAC is brought as a class action, pursuant to California Code of Civil Procedure § 382 and a collective action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201-203, 206-207, 216 (“FLSA”), on behalf of Plaintiff and all non-exempt employees employed by, or formerly employed by, **Acadia Healthcare Company, Inc.**, a Delaware Corporation, (“Acadia”) and **California Treatment Services, LLC**, a California Limited Liability Company (“CTS”) within the State of California. These non-exempt employees who are employed by, or who were formerly employed by, Defendants within the State of California are hereinafter referred to individually as “Class Members” and collectively as the “Class” or “Classes.”

2. In addition, California Labor Code § 2698, *et seq.* (also known as the PAGA) creates specified remedies that are triggered when an employer violates any provision of the California Labor Code specified in Labor Code § 2699.5. On **September 7, 2022**, Plaintiff gave notice of these alleged violations to the California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of process for Defendants (the “PAGA Notice,” a true and correct copy of which is attached hereto as **Exhibit A**). Plaintiffs did not receive a response from the LWDA and Defendants failed to cure or remedy the alleged violations of the California Labor Codes identified in the initial complaint, this FAC and the PAGA Notice within the requisite statutory period. As a result, Plaintiff hereby amends the initial complaint to add a claim under the PAGA as mandated by Labor Code § 2699.3(a)(2)(C).

1 3. For at least four years prior to the filing of this action and through to the
2 present (“relevant time period” or “liability period”), Defendants consistently maintained
3 and enforced against Defendants’ non-exempt employees, among others, the below
4 addressed unlawful practices and policies, in violation of California state wage and hour
5 laws, including:

- 6 (a) During the relevant time period, Defendants had a consistent policy of
7 requiring employees to work more than eight (8) hours in any given
8 day and/or more than forty (40) hours in any given week, and of not
9 paying them all overtime compensation pursuant to applicable
10 California Labor Code requirements, and the FLSA.
- 11 (b) During the relevant time period, Defendants had a consistent policy of
12 requiring Class Members within the State of California to work at least
13 five (5) hours without a lawful meal period and failing to pay such
14 employees one (1) hour of pay at the employees’ proper regular rate of
15 compensation (including any bonuses, overtime and other wages
16 impacting the regular rate of pay) for each workday that the meal period
17 is not provided, as required by California state wage and hour laws.
- 18 (c) During the relevant time period, Defendants had a consistent policy of
19 requiring Class Members within the State of California to work at least
20 five (5) hours without a lawful meal period by rounding the beginning
21 and ending time punch of the meal period and thus failing to pay such
22 employees one (1) hour of pay at the employees’ proper regular rate of
23 compensation for each workday that the meal period is not provided, as
24 required by California state wage and hour laws.
- 25 (d) During the relevant time period, Defendants have had a consistent
26 policy of failing to provide Class Members within the State of
27 California, including Plaintiff, rest periods of at least (10) minutes per
28 three and a half (3.5) hours worked or major fraction thereof and failing

to pay such employees one (1) hour of pay at the employees' proper regular rate of compensation for each workday that the rest period is not provided, as required by California state wage and hour laws.

(e) With respect to Class Members who either were discharged, laid off, or resigned, during the relevant time period, Defendants failed to pay them in accordance with the requirements of Labor Code §§ 201, 202, 203; and

(f) During the relevant time period, Defendants failed to maintain accurate records of Class Members' earned wages and work periods as evidenced by Defendants' failure to keep adequate records of when meal periods were taken or when they were paid, whether in the correct work week or otherwise.

4. Plaintiff, on behalf of himself and all other Class Members, brings this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201-203, 206-207, 216, California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.6, 226, 226.7, 510, 511, 512, 1174, 1194, 1197, 1197.1, 1199, 2800-2802 and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking compensation for off-the-clock work, meal and rest period compensation, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

5. Plaintiff, on behalf of himself and all Classes, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

II. PARTIES

A. Plaintiff

6. Plaintiff KEVIN FLEMING, at all relevant times, was and is a resident of California. Plaintiff was employed by Defendants as a non-exempt Substance Abuse Counselor. Plaintiff and the other similarly situated Class Members were employed by Defendants and worked at Defendants' locations, with assigned responsibilities including: counseling clients individual and group settings; educating clients on treatment options,

1 methods and techniques to ensure the client understands the process before treatment;
 2 maintaining health insurance records and track personal treatment plans; and working with
 3 other staff to collaborate on treatment plans related to Defendants' methadone clinics
 4 nationwide and throughout the State of California. Plaintiff was employed by Defendants
 5 from **November 11, 2021** to **August 28, 2022** and (1) shared similar job duties and
 6 responsibilities (2) was subjected to the same policies and practices (3) endured similar
 7 violations at the hands of Defendants as the other Class and FLSA Collective Members
 8 who served in similar and related positions.

9 7. Defendants failed to record accurate time worked by these employees, and
 10 provided Plaintiff and the Class Members with inaccurate wage statements that prevented
 11 Plaintiff and the Class from learning of these unlawful pay practices. Defendants also
 12 failed to provide Plaintiff and the Class with
 13 lawful meal and rest periods, as employees were not provided with the opportunity to take
 14 uninterrupted and duty-free rest periods and meal breaks as required by the Labor Code.

15 **B. Defendants**

16 8. Plaintiff is informed and believes and based upon that information and
 17 belief alleges that **Acadia Healthcare Company, Inc.** is a Delaware Corporation in
 18 good standing and authorized to do business in California and in the United States.
 19 Further, Acadia Healthcare Company, Inc. does business throughout the United States
 20 and in California, including Los Angeles County and Orange County. Accordingly,
 21 Acadia Healthcare Company, Inc. is a health care company, and has facilities and
 22 treatment centers throughout California and the United States. See
 23 <https://www.acadiahealthcare.com/locations/>

24 9. Plaintiff is informed and believes and based upon that information and
 25 belief alleges that **California Treatment Services, LLC** is a California Limited
 26 Liability Company in good standing and authorized to do business in California and in
 27 the United States. Further, California Treatment Services, LLC does business throughout
 28 the United States and in California, including Los Angeles County, and Orange

County. Accordingly, California Treatment Services, LLC is a health care company, and has facilities and treatment centers throughout California and the United States.

See <https://sobernation.com/listing/california-treatment-services-dba-recovery-solutions-of-santa-ana-santa-ana-ca/>

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under California Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Classes.

III. JURISDICTION AND VENUE

12. This court has subject matter jurisdiction under 28 U.S.C. § 1331 and 29 U.S.C. § 201, et seq. because this action arises under the laws of the United States. Venue is proper in this district under 28 U.S.C. § 1391(b)(ii) because acts giving rise to the claims of Plaintiff, the Collective Members and Rule 23 Class Members occurred within this District. The unlawful acts alleged herein have had a direct effect on Plaintiff and those similarly situated within the State of California and the County of Los Angeles. Defendants employ numerous Class Members in Los Angeles, throughout the State of California, and nationwide.

1 13. Defendant Acadia is headquartered at 6100 Tower Circle, Suite 1000, Franklin,
2 TN 37067, but engages and performs substantial business throughout the State of California.

3 14. Defendant CTS is headquartered at 6100 Tower Circle, Suite 1000, Franklin,
4 TN 37067, but engages and performs substantial business throughout the State of California.

5 15. Defendants regularly conduct business in and have engaged in the wrongful
6 conduct alleged herein in the State of California and thus are subject to personal jurisdiction
7 in this district.

8 16. Defendants both use a California agent for service of process based in Los

9 17. Angeles County.

10 18. 18. Plaintiff, the Collective Members and Rule 23 Class Members in
11 their work for Defendants were employed by an enterprise engaged in commerce with
12 annual gross sales of at least \$500,000.00.

13 **IV. FLSA COVERAGE**

14 19. At all material times, Defendants have been an employer within the
15 meaning of section 3(d) of the FLSA. 29 U.S.C. § 203(d).

16 20. At all material times, Defendants have been an enterprise within the
17 meaning of Section 3(r) of the FLSA. 29 U.S.C. § 203(r).

18 21. At all material times, Defendants have been an enterprise in commerce or
19 in the production of goods for commerce within the meaning of section 3(s)(1) of the
20 FLSA because Defendant has had and continues to have employees engaged in
21 commerce. 29 U.S.C. § 203(s)(1).

22 22. Defendants have an annual gross business volume of not less than
23 \$500,000.

24 23. Defendants have controlled the hours to be worked by Plaintiffs and
25 Class Members, provided training to Plaintiff and Class Members, directed the work
26 of Plaintiff and Class Members, maintained communication with Plaintiff and Class
27 Members and received updates as to the status of their work, and provided direction
28 on how each assigned task was to be performed by Plaintiff and Class Members.

1 **V. FACTUAL BACKGROUND**

2 24. Plaintiff and the Class Members are, and at all times pertinent hereto have
3 been, non-exempt employees within the meaning of the FLSA and California Labor Code
4 and the implementing rules and regulations of IWC California Wage Orders. Defendants
5 hire hourly employees who work in non-exempt positions, like Plaintiff and Class
6 Members' position, Substance Abuse Counselor, and/or similar job titles and positions, at
7 the direction of Defendants nationwide and in the State of California.

8 25. Plaintiff was a "Substance Abuse Counselor" employee, which is an hourly,
9 non-exempt position with employees who counsel clients individual and group settings;
10 educate clients on treatment options, methods and techniques to ensure the client
11 understands the process before treatment; maintain health insurance records and track
12 personal treatment plans; and who work with other staff to collaborate on treatment plans.
13 Although Plaintiff would work eight (8) hour shifts, typically more time was off-the-clock.
14 As a result, on some days he would be owed a meal break, yet she could not take until long
15 after his fifth hour.

16 26. During the course of Plaintiff and the Class Members' employment with
17 Defendants, they were not paid all wages they were owed, including for all work
18 performed (resulting in "off-the-clock" work), forced to work through their meal and
19 rest periods, and not paid all overtime hours worked and all hours worked off-the-
20 clock, to keep labor budgets low. Plaintiff is informed and believes that Class Members
21 were sometimes asked to work shifts over eight (8) hours and to work over forty (40)
22 hours in a workweek, and it was company policy to not pay overtime. Although
23 Plaintiff and the Class Members were paid bi-weekly by Defendants, the pay never
24 reflected the hours that Plaintiff and the Class Members worked without pay and while
25 off-the-clock. As a result, Plaintiff and the Class Members worked substantial hours
26 during their employment with Defendants for which they were not compensated, in
27 violation of the California Labor Code.

1 27. As a matter of uniform Company policy, Plaintiff and the Class Members
2 were required to work off-the-clock for which they were not compensated by
3 Defendants in violation of the FLSA, and California Labor Code. Plaintiff and the
4 Class Members were also not paid regular wages or overtime for the time they were
5 required to comply with other requirements imposed upon them, which they had to
6 complete while off-duty and without compensation.

7 28. As a result of these requirements to work off-the-clock, Plaintiff had to
8 comply with the daily work demands and pressures to work through breaks, respond to
9 telephone calls and text messages to his manager, **Jose Ochoa**, on his personal cell phone
10 outside of his scheduled shift, and endured other wage violations at Defendants' hands.
11 Plaintiff and the Class Members were not properly paid for all wages earned and for all
12 wages when working in any given week. As a result of Defendants' unlawful policies
13 and practices, Plaintiff and Class Members were required to work consistently off-the-
14 clock, some working more than eight (8) hours in a workday or over forty (40) hours in
15 a workweek, but Plaintiff estimates they were not paid by Defendants for at least ten
16 (10) hours of time worked per week.

17 29. However, Defendants followed a policy and practice of further denying
18 overtime payments to the Class Members at an overtime rate of 1.5 times the regular
19 rate for the first eight (8) hours of the seventh consecutive workday in a week and
20 overtime payments at the rate of 2 times the regular rate for hours worked over eight
21 (8) on the seventh consecutive workday, as required under the Labor Code and
22 applicable IWC Wage Orders.

23 30. In order to stay in compliance with the Fair Labor Standards Act, FLSA, and
24 the California Labor Code, Defendants would routinely round down Plaintiff's time. As a
25 result, he worked off-the-clock for approximately ten (10) hours per week from this practice
26 alone. Further, Plaintiff was docked fifteen (15) minutes of pay every time that he was not
27 clocked in the minute that his shift started. Although Plaintiff was typically on time at the
28 beginning of his shift, there were several instances where he had to be let into the workplace

and was not able to clock in when he was scheduled to start working. This happened approximately one time per week and required him to work off-the-clock for up to approximately fifteen (15) minutes each time this occurred. Finally, Plaintiff's supervisor **Jose Ochoa** called him on his personal cell phone approximately twice per week to discuss work related tasks while he was clocked out for the day. These phone calls were approximately five (5) minutes in length and totaled approximately ten (10) minutes per week. Defendants were aware of these violations. See below chart outlining Plaintiff's alleged wages that Defendant failed to pay:

Month	Hours	Wages Owed
November 2021	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
December 2021	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
January 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
February 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
March 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
April 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
May 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
June 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
July 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 =

	hours	\$873.60
August 2022	10.4 hours/week x 4 weeks = 41.6 hours	41.6 hours x \$21.00 = \$873.60
TOTAL	416.0 hours unpaid	\$8,736.00 min owed + interest

31. Plaintiff and other class members were not paid for this time, even though: (1) no practical administrative difficulty of recording the additional time exists or existed for Defendant during the relevant time period; (2) it is or was feasible for Defendant to determine or estimate the time that each non-exempt employee actually worked, as all class members at issue in this action were paid for fewer hours than their punch records will show. See also Troester v. Starbucks Corp., (2018) 5 Cal.5th 829.

32. Plaintiff and the Class Members were required to treat a high volume of clients in Defendants' methadone clinics and could not be relieved to take meal and/or rest breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices. Although Defendants' facial policy regarding meal periods appears lawful, it was Plaintiff's understanding and belief that the policy was not implemented, especially during periods when Defendants needed employees to keep up with the demands of high call volume of the methadone clinics. Plaintiff understands and believes that Class Members were practically unable to take a meal period. On the occasions when Class Members could take a meal period, they were often untimely or interrupted, as the Class Members were required to respond to work demands. Nonetheless, Plaintiff and Class Members were required to record meal periods as if they were taken before the end of the fifth hour of work. Accordingly, Class Members were not provided with one (1) hour's wage in lieu thereof. Plaintiff understands and believes therefore, that meal period violations occurred in one or more of the following manners:

- (a) Class Members were not provided full thirty-minute duty free meal periods for workdays in excess of five (5) hours and were not compensated one (1) hour's wage in lieu thereof, all in violation of, among others, Labor Code § 226.7, 512 and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Class Members were required to work through at least part of their daily meal period(s);
- (c) Meal periods were provided after five (5) hours of continuous working during a shift;
- (d) Meal periods were short due to being rounded at the beginning or the end of the shift resulting in less than a net thirty (30) minute meal period;
- (e) Class Members were restricted in their ability to take a full thirty (30) minute meal period; and
- (f) Class Members were not paid meal period premiums using the proper regular rate of pay that included all non-discretionary bonuses, shift differential or other wages.

33. Plaintiff and the Defendants' non-exempt employees were also not authorized and permitted to take lawful rest periods, were often asked by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten minute rest period for every three and a half (3.5) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their proper regular rate of compensation for each workday that a rest period was not provided;

(b) Class Members were not authorized and permitted to take timely rest periods for every three and a half (3.5) hours worked, or major fraction thereof; and

(c) Class Members were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.

34. As a result of these illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class Members he seeks to represent:

(a) failing to pay all wages owed to Class Members who were either discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202 and 203;

(b) failing to pay all wages owed to the Class Members twice monthly in accordance with the requirements of Labor Code § 204;

(c) failing to pay Class Members all wages owed, including all meal and rest period premium wages; and

(d) failing to maintain accurate records of Class Members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders.

35. Defendants have made it difficult to account with precision for the unlawfully withheld rest period compensation owed to Plaintiff and the Class, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained, or were not accurately maintained, for work shifts and were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all hours worked off-the-clock and submitted by Plaintiff and the Class Members. Defendants have thus also failed to comply

1 with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages
2 earned by Plaintiff and the Class Members, along with the appropriate applicable rates,
3 among others requirements. Plaintiff and Class Members are therefore entitled to penalties
4 not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b).

5 36. Defendants have failed to comply with paragraph 7 of the applicable
6 California IWC Wage Orders by failing to maintain time records showing when the
7 employee begins and ends each work period, rest periods, wages earned pursuant to Labor
8 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions
9 from payment of wages and accurately reporting total hours worked by the Class Members.

10 **VI. CLASS AND COLLECTIVE ALLEGATIONS**

11 37. Plaintiff has actual knowledge that the FLSA Collective Members have
12 also been denied minimum, regular, and overtime pay for all hours worked. Plaintiff
13 worked with other FLSA Collective Members, and as such, have personal knowledge of
14 their existence, off-the-clock work and overtime violations. Plaintiff seeks to represent a
15 Collective composed of and defined as:

16 **All persons who are employed or have been employed by Defendants in**
17 **the United States during any time from three years prior to the filing of**
18 **this collective action to the present, have worked as non-exempt Substance**
19 **Abuse Counselors and related positions and any other non-exempt**
20 **employees operating out of company-owned methadone clinics and**
rehabilitation centers (“FLSA Collective”).

21 38. Other FLSA Collective Members worked for Defendants in a similar
22 capacity and were not paid overtime at the rate of one and one-half their regular rate
23 when those hours exceeded forty (40) hours per workweek.

24 39. FLSA Collective Members perform or have performed the same or similar
25 work as Plaintiff, regularly work or have worked in excess of forty (40) hours during a
26 workweek and are not exempt from receiving overtime pay at the federally mandated
27 wage rate under the FLSA.
28

1 40. Plaintiff estimates that Defendants have employed more than 1,000 FLSA
2 Collective Members working throughout the United States during the last three (3)
3 years who were paid an hourly rate.

4 41. Defendants suffered or permitted such workers to work in the last three
5 years and failed to compensate them for all hours worked.

6 42. Defendants' failure to pay minimum, regular, and overtime compensation
7 at the rate required by the FLSA results from generally applicable policies or practices
8 and does not depend on the personal circumstances of the FLSA Collective Members.

9 43. The experiences of Plaintiff, with respect to their pay, are typical of the
10 experiences of the FLSA Collective Members.

11 44. The specific job titles or precise job responsibilities of each FLSA
12 Collective Member does not prevent collective treatment.

13 45. All FLSA Collective Members, irrespective of their particular job
14 requirements, are entitled to minimum, regular, and overtime compensation at the rate
15 of time and a half for hours worked in excess of forty (40) during a workweek.

16 46. Although the exact amount of damages may vary among FLSA Collective
17 Members, the damages can be readily calculated by reference to Defendants' records
18 and, if necessary, representative testimony. The claims of all FLSA Collective
19 Members arise from a common nucleus of facts. Liability is based on a systematic
20 course of wrongful conduct by the Defendants that caused harm to all FLSA Collective
21 Members.

22 47. Plaintiff also brings this action on behalf of himself and all others similarly
23 situated as a class action pursuant to California Code of Civil Procedure § 382. Plaintiff
24 seeks to represent a Class composed of and defined as:

25 **All persons who are employed or have been employed by Defendants in the State**
26 **of California who, during any time from four years prior to the filing of this class**
27 **action to the present, have worked as non-exempt Substance Abuse Counselors**
28 **and related positions as well as other non-exempt employees traditionally**
operating out of company-owned methadone clinics and rehabilitation centers
("Class Members" of "Class").

Further, Plaintiff seeks to represent the following employee subclasses composed of and defined as follows, and will seek to amend as appropriate:

- (a) **Subclass 1. Unpaid Overtime Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who worked at least one shift longer than eight (8) hours in a workday and/or worked more than forty (40) hours during the workweek.
- (b) **Subclass 2. Off-the-Clock Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who worked at least one shift less than eight (8) hours in a workday and/or worked less than forty (40) hours during the workweek.
- (c) **Subclass 3. Meal Period Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who worked at least one shift longer than five (5) hours in a workday and/or who worked at least one shift longer than ten (10) hours in a workday.
- (d) **Subclass 4. Rest Period Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who worked at least one shift longer than three and a half (3.5) hours in a workday.
- (e) **Subclass 5. Wage Payment Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who received at least one wage statement from Defendant within the statute of limitations period applicable to claims under Section 226 of the California Labor Code.
- (f) **Subclass 6. Unreimbursed Expenses Subclass.** All current and former non-exempt, hourly-paid class members employed by Defendant in California during the Class Period, who incurred necessary business expenses in the performance of their job duties.

- 1 (g) **Subclass 7. Termination Pay Subclass.** All current
 2 and former non-exempt, hourly-paid class members
 3 employed by Defendant in California during the Class
 4 Period, who separated employment with Defendant at
 any point during the period beginning three (3) years
 prior to the filing of this action.
- 5 (h) **Subclass 8. B&P Code § 17200 Subclass.** All current
 6 and former non-exempt, hourly-paid class members
 7 employed by Defendant in California during the Class
 8 Period, regarding whom Defendant has engaged in
 9 unlawful, unfair and/or fraudulent business acts or
 practices prohibited by Business & Professions Code §
 17200 et. Seq. as specifically described herein.
- 10 (i) **Subclass 9. PAGA Subclass.** All current and former
 11 non-exempt, hourly-paid class members employed by
 12 Defendant in California during the PAGA Period.

13 48. Plaintiff reserves the right under Rule 1855(b) of the California Rules of
 14 Court, to amend or modify the class descriptions with greater specificity or to provide
 15 further division into subclasses or limitation to particular issues.

16 49. This action has been brought and may properly be maintained as a class action
 17 under the provisions of the California Code of Civil Procedure § 382 because there is a
 18 well-defined community of interest in the litigation and the proposed Classes are easily
 19 ascertainable.

20 **A. Numerosity**

21 50. The potential members of each Class as defined are so numerous that joinder
 22 of all the members of the Class is impracticable. Plaintiff estimates there are at least several
 23 dozen Class Members, and possibly several hundred, which is sufficient to satisfy the
 24 numerosity requirement. While the precise number of Class Members has not been
 25 determined at this time, Plaintiff is informed and believes that Defendants currently employ,
 26 and during the relevant time periods employed, sufficiently numerous employees in
 27 positions as Defendants' non-exempt employees in California, who are or have been
 28 affected by Defendants' unlawful practices as alleged herein.

51. Employee turnover during the relevant time period will increase this number substantially. Upon information and belief, Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

52. There are questions of law and fact common to each Class predominating over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- (a) Whether Defendants violated Labor Code § 1194 by failing to compensate all employees during the relevant time period for all hours worked, whether regular or overtime;
- (b) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders, and Cal. Code Regs., by failing to authorize and permit meal breaks and failing to compensate said employees one (1) hour's wages at the proper regular rate in lieu of meal periods;
- (c) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders, and Cal. Code Regs., by failing to authorize and permit all daily ten (10) minute rest periods to non-exempt employees for every three and a half (3.5) hours and/or 7 hours or major fraction thereof worked and failing to compensate said employees one (1) hour's wages in lieu of rest periods;
- (d) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- (e) Whether Defendants violated § 17200 *et seq.* of the Business and Professions Code, Labor Code §§ 201-203, 204, 226.7, 512, 1174, and applicable IWC Wage Orders, which constitutes a violation of fundamental public policy;

(f) Whether Plaintiff and the Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.; and

There are common answers to these questions which further demonstrate that class treatment is appropriate in this case.

C. Typicality

53. The claims of the named Plaintiff are typical of the claims of the Class Members. Plaintiff and all members of each Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

54. Plaintiff will fairly and adequately represent and protect the interests of the members of each Class. Counsel who represent Plaintiff are competent and highly experienced in litigating large employment class actions on a regular basis. See www.quintlaw.com and <https://www.kbklawyers.com/>.

E. Superiority of Class Action

55. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class.

Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices alleged in the Complaint.

56. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

57. Class Plaintiff contemplates the eventual issuance of notice to the proposed Class Members of each Plaintiff Classes that would set forth the subject and nature of the instant action. The Defendants' own business records can be utilized for assistance in the

1 preparation and issuance of the contemplated notices. To the extent that any further notice is
2 required additional media and/or mailings can be used.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME COMPENSATION**

5 **[FAIR LABOR STANDARDS ACT, 29 U.S.C. §§ 201-203, 206-207, 216]**

6 **(Against All Defendants)**

7 58. Plaintiff and the Members of the FLSA Collective (and subclasses) re-
8 allege and incorporate by reference, as though fully set forth herein, the paragraphs
9 previously alleged in this Complaint.

10 59. At all relevant times hereto, Defendants have been an “enterprise engaged in
11 commerce or in the production of goods for commerce,” as defined under 29 U.S.C. §
12 203(s)(1).

13 60. Plaintiff is informed and believes, and thereon allege, that Defendants have
14 required, or require, the FLSA Collective as part of their employment to work without
15 additional compensation, such as overtime, in excess of the forty (40) hours per week
16 maximum under 29 U.S.C. § 207(a)(1). That Section provides the following: “Except as
17 otherwise provided in this section, no employer shall employ any of his employees ... for a
18 workweek longer than forty hours unless such employee receives compensation for his
19 employment in excess of the hours above specified at a rate which is not less than one and
20 one-half times the regular rate at which he is employed.”

21 61. In the performance of their duties for Defendants, members of the FLSA
22 Collective often did work over forty (40) hours per week and did not receive overtime
23 compensation for the work, labor and services they provided to Defendants, as required by
24 the FLSA, 29 U.S.C. §§ 206 and 207.

25 62. The precise number of unpaid overtime hours will be proven at trial.

26 63. Plaintiff proposes to undertake appropriate proceedings to have such members
27 of the FLSA Collective aggrieved by Defendants’ unlawful conduct notified of the
28 pendency of this action and to provide them with the opportunity to join this action as

1 plaintiffs, pursuant to 29 U.S.C. § 216(b), by filing written consents to joinder with the
2 Court.

3 64. Defendants' violations of the FLSA were willful within the meaning of the
4 statute and interpretive case law and decisions.

5 65. As a result of the foregoing, Plaintiff seeks judgment against Defendants on
6 her own behalf and on behalf of those Class similarly situated who file written consents to
7 joinder in this action, for all unpaid wages, including overtime wages owed by Defendants
8 to the Representative Plaintiff and the FLSA Collective, pursuant to 29 U.S.C. §§ 206 and
9 207, together with an award of an additional equal amount as liquidated damages, and costs,
10 interest, and reasonable attorneys' fees, as provided for under 29 U.S.C. § 216(b).

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME COMPENSATION**

13 **[CALIFORNIA LABOR CODE §§ 510, 1194 and 1198]**

14 **(Against All Defendants)**

15 66. Plaintiff and the Members of the Class (and subclasses) re-allege and
16 incorporate by reference, as though fully set forth herein, the paragraphs previously
17 alleged in this Complaint.

18 67. This claim is brought by Plaintiff, on behalf of the Class and the subclasses
19 thereof.

20 68. In California, employees must be paid at least the then applicable state
21 minimum wage for all hours worked. (IWC Wage Order MW-2014).

22 69. California Labor Code § 1194 provides that "any employee receiving less
23 than the legal minimum wage or the legal overtime compensation applicable to the
24 employee is entitled to recover in a civil action the unpaid balance of the full amount of
25 this minimum wage or overtime compensation, including interest thereon, reasonable
26 attorney's fees, and costs of suit." The action may be maintained directly against the
27 employer in an employee's name without first filing a claim with the Department of
28 Labor Standards and Enforcement.

1 70. Employees in California shall not be employed more than eight hours in
2 any workday, and/or more than forty hours in any workweek, unless they receive
3 additional compensation beyond their regular wages in amounts specified by law. More
4 specifically, Labor Code § 510 codifies the right to overtime compensation at one and
5 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
6 day or forty (40) hours in a week.

7 71. California Labor Code § 1198 provides that “[T]he maximum hours of
8 work and the standard conditions of labor fixed by the commission shall be the
9 maximum hours of work and the standard conditions of labor for employees. The
10 employment of any employee for longer hours than those fixed by the order or under
11 conditions of labor prohibited by the order is unlawful.”

12 72. At all times relevant hereto, the Labor Code requirements and paragraph 3
13 of the applicable IWC Wage Orders also provided for payment of overtime wages equal
14 to one and one-half times an employee’s regular rate of pay for all hours worked over 8
15 hours a day and/or forty (40) hours in a work week, and for the first eight (8) hours on
16 the seventh consecutive day of work in a work week.

17 73. Defendants, and each of them, have intentionally and improperly avoided
18 payment of overtime wages in violation of the California Labor Code and California
19 Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division
20 of Labor Standards and Enforcement, as described above. Defendants have also violated
21 these provisions by requiring Plaintiff and other similarly situated non-exempt
22 employees to work through meal periods when they were required to be clocked out.
23 Defendants, and each of them, have also intentionally and improperly rounded, changed,
24 adjusted and/or modified certain employees’ hours, and imposed difficult to attain job
25 and scheduling requirements on Plaintiff and the Class Members, which resulted in an
26 underpayment of wages to employees over a period of time while benefiting Defendants.

27 74. At all times relevant hereto, Plaintiff and Class Members have worked
28 more than eight (8) hours in a workday, and/or more than forty (40) hours in a

workweek, as employees of Defendants. During the relevant time period, Plaintiff and Class Members were not fully paid for all the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week as a result of Defendants' above-described policies and practices. In addition to the other overtime payments Defendants failed to make for all off the clock work, Plaintiff is informed and believes that Defendants have scheduled Class Members to occasionally work shifts for seven consecutive days in a row. However, Defendants followed a policy and practice of further denying overtime payments to Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required under the Labor Code § 510 and paragraph 3 of the applicable IWC Wage Orders.

75. Therefore, Plaintiff and Class Members were not properly paid for all hours worked, including for the hours worked in excess of the maximum hours permissible by law under California Labor Code § 1194, § 1197 and § 1198 and the provisions of IWC Wage Orders and the applicable California Code of Regulations sections.

76. On information and belief, Plaintiff and the Class Members allege that Defendants followed an unlawful policy and practice of refusing to pay and failing to pay them for all wages earned in each pay period, including by requiring and compelling off-the-clock work, by failing to pay for overtime hours worked, and for the other reasons set forth in detail above.

77. As a result of Defendants' failure to pay overtime pay throughout Class Members' employment, Defendants intentionally failed to provide Class Members with all earned wages earned by and owed to them during the corresponding pay periods. Defendants willfully violated the provisions of Labor Code § 1194, the applicable IWC Wage Orders, and California law by failing to properly pay the Class the overtime pay that Class Members were due.

1 78. Defendants' failure to pay Class Members all wages owed to them also
2 violated California Penal Code §§ 484 and 532 (obtaining labor through false pretenses),
3 to the extent their managers specifically instructed them that they were not entitled to
4 receive overtime under the California Labor Code and related provisions for off the
5 clock work they were required to perform.

6 79. Plaintiff and the Class Members are informed and believe, and based upon
7 that information and belief therefore further allege, that Defendants knew or should have
8 known that the Class did not qualify as exempt employees, and Defendants purposely
9 elected not to pay the Class Members for their overtime labor performed.

10 80. By virtue of the Defendants' unlawful failure to provide overtime pay to
11 Plaintiff and the Plaintiff Classes, Plaintiff and Class Members have suffered, and will
12 continue to suffer, damages in amounts which are presently unknown to them, but which
13 exceed the jurisdictional limits of this Court and which will be ascertained according to
14 proof at trial.

15 81. Plaintiff and the Class Members are informed and believe, and based upon
16 that information and belief allege, that Defendants, and each of them, purposely elected
17 not to provide overtime pay.

18 82. As a result of Defendants' failure to pay overtime pay throughout the Class
19 Members' employment, Plaintiff and Class Members were deprived of wages in
20 amounts to be determined at trial, and are entitled to recovery of such amounts, plus
21 interest and penalties thereon, attorneys' fees, and costs, for Defendants' violations of
22 Labor Code § 510 and applicable IWC Wage Order provisions.

23 83. Defendants, and each of them, acted intentionally, oppressively and
24 maliciously toward the Class Members with a conscious disregard of their rights, or the
25 consequences to the Class Members, with the intent of depriving them of property and
26 legal rights and otherwise causing the Class Members injury.

27 84. Plaintiff, on behalf of members of the Class and Sub-Classes, requests
28 recovery of both straight time and overtime compensation according to proof, interest,

1 attorney's fees and costs pursuant to Labor Code § 1194(a), as well as the assessment of
 2 any statutory penalties against these Defendants, and each of them, and any additional
 3 sums as provided by the Labor Code and/or other statutes.

4 85. Further, Plaintiff and the Class Members are entitled to seek and recover
 5 reasonable attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES FOR HOURS WORKED**

8 **[CALIFORNIA LABOR CODE §§ 1194, 1197, 1197.1 and 558]**

9 **(Against All Defendants)**

10 86. Plaintiff and the Members of the Class re-allege and incorporate by reference,
 11 as though fully set forth herein, the paragraphs previously alleged in this Complaint.

12 87. Plaintiff brings these claims under California Labor Code §§ 1194, 1197,
 13 1197.1 and the applicable IWC Wage Orders, as amended.

14 88. California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial
 15 Welfare Commission Wage Orders entitle non-exempt employees to an amount equal
 16 to or greater than the minimum wage for all hours worked. All hours must be paid at
 17 the statutory or agreed rate and no part of this rate may be used as a credit against a
 18 minimum wage obligation.

19 89. Defendants did not and do not compensate Plaintiff and other hourly
 20 employees for time spent off the clock during lunch or after hours responding to calls,
 21 texts, emails and other work-related inquiries. This work was known or should have
 22 been known by Defendants as management are and were requesting the off the clock
 23 work and receiving the work-related communications.

24 90. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1
 25 and the applicable Industrial Welfare Commission Wage Order, for failure to pay
 26 minimum wage, Defendants are liable for attorneys' fees and costs, civil penalties
 27 pursuant to California Labor Code §§ 558, 1197.1, and 2698 et seq. and other relief.

28 91. California Labor Code § 1194 provides that "any employee receiving less than

1 the legal minimum wage compensation applicable to the employee is entitled to recover in
2 a civil action the unpaid balance of the full amount of this minimum wage compensation,
3 including interest thereon, reasonable attorney's fees, and costs of suit.” The action may be
4 maintained directly against the employer in an employee’s name without first filing a claim
5 with the Department of Labor Standards and Enforcement.

6 92. Defendants, and each of them, have also intentionally and improperly
7 rounded, changed, adjusted, underpaid, and/or modified certain employees’ hours, including
8 by requiring off-the-clock work, requiring work to be performed while on breaks, and by
9 not properly paying employees all regular and/or overtime hours they worked and reported,
10 and imposed difficult to attain job and scheduling requirements on Plaintiff and the Class
11 Members. This resulted in an underpayment of wages to employees over a period of time
12 while benefitting Defendants.

13 93. During the relevant time period, Plaintiff and the Class Members were not
14 fully paid for all the hours they worked as a result of Defendants’ above-described policies
15 and practices. Therefore, Plaintiff and the Class Members were not properly paid for all
16 work performed.

17 94. During the relevant time period, Defendants willfully failed to pay all wages
18 owed to Plaintiff and the Class Members.

19 95. Labor Code § 558(a) provides “any employer or other person acting on behalf
20 of an employer who violates, or causes to be violated, a section of this chapter or any
21 provisions regulating hours and days of work in any order of the IWC shall be subject to a
22 civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an
24 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
25 hundred dollars (\$100) for each underpaid employee for each pay period for which the
26 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
27 (3) Wages recovered pursuant to this section shall be paid to the affected employee.” Labor
28 Code § 558(c) states, “the civil penalties provided for in this section are in addition to any

1 other civil or criminal penalty provided by law.”

2 96. Defendants have violated provisions of the Labor Code regulating hours and
3 days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class
4 Members seek the remedies set forth in Labor Code § 558.

5 97. Upon information and belief, Plaintiff alleges that Defendants’ policy of
6 failing to pay employees for all hours worked whether regular time or overtime violates the
7 Labor Code and IWC Wage Orders. Pursuant to Labor Code § 1194, Plaintiff and the Class
8 Members are entitled to recover their unpaid wages owed, as well as interest, costs and
9 attorney’s fees.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Applicable IWC Wage**
13 **Orders]**

14 **(Against All Defendants)**

15 98. Plaintiff and the Members of the Class (and subclasses) re-allege and
16 incorporate by reference, as though fully set forth herein, the paragraphs previously alleged
17 in this Complaint.

18 99. This claim is brought by Plaintiff on his behalf, and on behalf of Class
19 Members and the subclasses thereof.

20 100. Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage
21 Order provide that no employer shall employ any person for a work period of more than
22 five (5) hours without a meal period of not less than thirty (30) minutes.

23 101. Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders
24 also provide that, if an employer fails to provide an employee a meal period in accordance
25 with this section, the employer shall pay the employee one (1) hour of pay at the employee’s
26 proper regular rate of compensation for each workday that the meal period is not provided.

27 102. Defendants failed to provide the Class Members with meal periods as required
28 by the Labor Code, including by not providing them with the opportunity to take meal

1 breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to
2 perform work during breaks.

3 103. Defendants, and each of them, have intentionally and improperly denied meal
4 periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 11 of
5 the applicable IWC Wage Orders, along with other applicable regulations and statutes.

6 104. At all times relevant hereto, Class Members have worked more than five (5)
7 hours in a workday.

8 105. At all times relevant hereto, the Defendants, and each of them, failed to
9 provide meal periods as required by Labor Code §§ 226.7 and 512 and paragraph 11 of the
10 applicable IWC Wage Orders.

11 106. By virtue of the Defendants' unlawful failure to provide meal periods Class
12 Members, Plaintiff is informed and believes Class Members have suffered, and will
13 continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which
14 exceed the jurisdictional limits of this Court and which will be ascertained according to
15 proof at trial.

16 107. Plaintiff and the Class Members are informed and believe, and based upon
17 that information and belief allege, that Defendants, and each of them, purposely elected not
18 to provide meal periods.

19 108. Plaintiff is informed and believes Defendants, and each of them, acted
20 intentionally, oppressively and maliciously toward Class Members with a conscious
21 disregard of their rights, or the consequences to them, with the intent of depriving them of
22 property and legal rights and otherwise causing the Class Members to suffer injury.

23 109. Plaintiff, on behalf of the Class, requests recovery of meal period
24 compensation pursuant to Labor Code §§ 226.7 and paragraph 11 of the applicable IWC
25 Wage Orders, as well as the assessment of any statutory penalties against these Defendants,
26 and each of them, in a sum as provided by the Labor Code and other statutes.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

[CALIFORNIA LABOR CODE §§ 226.7 and 512, and

Paragraph 11 of Applicable IWC Wage Orders]

(Against All Defendants)

110. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference the paragraphs previously alleged in this Complaint.

111. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per three and a half (3.5) work hours.

112. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's proper regular rate of compensation for each workday that the rest period is not provided.

113. Defendants, and each of them, have intentionally and improperly denied rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders. Defendants failed to authorize and permit Plaintiff and the Class Members to take rest periods, as required by the Labor Code.

114. At all times relevant hereto, Plaintiff and the Class Members have worked more than three and a half hours in a workday.

115. At all times relevant hereto, the Defendants, and each of them, failed to provide rest periods as required by Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders.

116. By virtue of the Defendants' unlawful failure to provide rest periods to the Plaintiff and the Class Members, Plaintiff and the Class Members have suffered, and will continue to suffer, damages in amounts which are presently unknown to the Plaintiff and the Class Members but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

117. Plaintiff and the Class Members are informed and believe, and based upon that information and belief allege, that Defendants, and each of them, knew or should have known that Plaintiff and the Class Members were entitled to rest periods and purposely elected not to provide them with rest periods.

118. Defendants, and each of them, acted intentionally, oppressively and maliciously toward Plaintiff and the Class Members with a conscious disregard of their rights, or the consequences to Plaintiff and the Plaintiff Classes, with the intent of depriving Plaintiff and the Class of property and legal rights and otherwise causing the Plaintiff and the Class Members injury.

119. Plaintiff, individually, and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders, as well as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS

[CALIFORNIA LABOR CODE § 226]

(Against All Defendants)

120. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

121. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security

1 number, (8) the name and address of the legal entity that is the employer and (9) all
2 applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst
4 other statutory requirements.

5 122. As a result of Defendants' conduct, Plaintiff and the Class Members have
6 suffered injury in that, among other things, the lack of the required information hindered
7 them from determining the amount of wages owed to them and led them to believe they
8 were not entitled to be paid wages all hours worked, for overtime, missed meal and rest
9 breaks, or for each hour of labor they performed, for piece rates where applicable, and the
10 properly hourly rate where applicable, although they were so entitled. The absence of
11 accurate wage statements has prevented timely challenges to Defendants' unlawful pay
12 practices, caused difficulty and expense in attempting to reconstruct time and pay records,
13 and resulted in the submission by Defendants of inaccurate information about wages and
14 deductions from wages to state and federal government agencies. The entitlement of
15 Plaintiff and the Class Members is to receive wage statements that accurately list the total
16 amount of wages earned and deductions from wages as reflected on wage statements, and
17 Plaintiff and the Class Members have thereby been injured by the Defendants' failure to
18 report the total amount of wages earned during each pay period on each paycheck stub. All
19 Class Members have been similarly injured. As a result of Defendants' conduct, Plaintiff
20 and the Class Members have suffered injury because their legal right to receive accurate
21 wage statements was violated.

22 123. Labor Code § 226(a) requires Defendants "semimonthly or at the time
23 each payment to wages" to furnish to Plaintiff and the Class Members "an accurate
24 itemized statement in writing" showing (1) gross wages earned, (2) total hours worked by
25 the employee, (3) the number of piece-rate units earned and any applicable piece rate for
26 Class Members paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
27 inclusive dates of the period for which the employee is paid, (7) the name of the employee
28 and only the last four digits of his or her social security number or an employee

1 identification number other than a social security number, (8) the name and address of the
2 legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
3 period and the corresponding number of hours worked at each hourly rate by the employee
4 pursuant to Labor Code § 226. Defendants knowingly and intentionally failed to
5 provide Plaintiff and the Class Members with such timely and accurate wage and hour
6 statements.

7 124. Plaintiff and the Class Members suffered injury as a result of Defendants'
8 knowing and intentional failure to provide them with the wage and hour statements as
9 required by law and are presumed to have suffered injury and entitled to penalties
10 under Labor Code § 226(e), as the Defendants have failed to provide a wage statement,
11 failed to provide accurate and complete information as required by any one or more of
12 items Labor Code § 226 (a)(1) to (9), inclusive, and the Plaintiff and Class Members
13 cannot promptly and easily determine from the wage statement alone one or more of
14 the following: (i) The amount of the gross wages or net wages paid to the employee
15 during the pay period or any of the other information required to be provided on the
16 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
17 subdivision (a), (ii) Which deductions the employer made from gross wages to
18 determine the net wages paid to the employee during the pay period, (iii) The name
19 and address of the employer and, (iv) The name of the employee and only the last four
20 digits of his or her social security number or an employee identification number other
21 than a social security number. For purposes of Labor Code § 226(e) "promptly and
22 easily determine" means a reasonable person [i.e. an objective standard] would be able
23 to readily ascertain the information without reference to other documents or
24 information.

25 125. Plaintiff and the Class Members suffered injury as a result of
26 Defendants' knowing and intentional failure to provide them with the wage and
27 hour statements as required by law.

28 126. Plaintiff and the Class Members are entitled to the amounts provided in Labor

Code § 226(e), plus costs and attorneys' fees.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES AT LEAST TWICE IN A CALENDAR MONTH

[CALIFORNIA LABOR CODE § 204]

(Against All Defendants)

127. Plaintiff and the Members of the Class (and Plaintiff Classes) re-allege and incorporate by reference the paragraphs previously alleged in this Complaint

128. Labor Code § 204 instructs all wages are due and payable twice each calendar month.

129. The wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

130. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

131. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of wages in amounts to be determined at trial, and is entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 210, 218.5 and 1194.

EIGHTH CAUSE OF ACTION

FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

[CALIFORNIA LABOR CODE §§ 2800-2802]

(Against All Defendants)

132. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

133. Plaintiff and the Members of the Class are informed and believe and based thereon allege that throughout the period applicable, Defendants were required to pay

1 for lawful and necessary work-related expenses incurred by their employees. Plaintiff
2 and the Class Members were also often required to incur such expenses, including for
3 use of their personal cellular phones and data, in performing their daily job duties and
4 such expenses were necessary for performing those duties. Other expenses may include
5 but are not limited to: (1) office supplies; (2) Internet service; and (3) mileage.. Plaintiff
6 and the Class Members were not reimbursed for those lawful and necessary work-
7 related expenses or losses incurred in direct discharge of their job duties during
8 employment with Defendants and at the direction of the Defendants pursuant to Labor
9 Code § 2802(a) and the applicable IWC Wage Orders and sections of the California
10 Code of Regulations.

11 134. Defendants' knowing and willful failure to reimburse lawful necessary
12 work-related expenses and losses to Plaintiff and the Class Members resulted in
13 damages because, among other things, Defendants did not inform employees of their
14 right to be reimbursed for those work-related expenses. As Defendants failed to inform
15 and misled Plaintiff and the Class Members with regard to their rights, Plaintiff and the
16 Class Members were led to believe that incurring those lawful and necessary expenses
17 was an expected and essential function of their employment with Defendants and that
18 failure to incur those expenses would have adverse consequences on their employment
19 status.

20 135. Therefore, Plaintiff and the Class Members are entitled to reimbursement
21 for any and all necessary work-related expenses, as provided for in Labor Code §
22 2802(b), incurred during the direct discharge of their duties while employed by
23 Defendants as well as accrued interest on those expenses that were not reimbursed
24 from the date Plaintiff and the Class Members incurred those expenses. Further,
25 Plaintiff and the Class Members are entitled to costs and attorney's fees pursuant to
26 Labor Code § 2802(c).

27 ///

28 ///

NINTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

[CALIFORNIA LABOR CODE §§ 201-203]

(Against All Defendants)

136. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

137. Plaintiff and many of the Class Members quit or were discharged from their employment with Defendants within the applicable statute of limitations.

138. However, Defendants failed to pay them without abatement, all wages as defined by applicable California law. Among other things, these employees were not paid any compensation for off-the-clock work or the premium pay referred to in this Complaint. Defendants' failure to pay these wages within the required time was willful within the meaning of Labor Code § 203.

139. Therefore, each of these employees is entitled to one day's wages for each day he or she was not timely paid all said wages due, up to a maximum of thirty (30) days' wages for each employee. Because none of the employees were ever paid all earned overtime wages, to which they were entitled, and as referred to in this Complaint, each of these employees is entitled to up to thirty (30) days of wages.

TENTH CAUSE OF ACTION

FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES

[CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *et seq.*]

(Against All Defendants)

140. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

141. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and the subclasses thereof.

1 142. At all times relevant hereto, from time to time, the Class Members have
 2 worked as employees of Defendants. The representative Plaintiff herein and members of the
 3 Class have had their hours adjusted, changed, underpaid, and/or modified to not reflect their
 4 actual number of hours worked per day and per pay period, including by Defendants' failure
 5 to pay for all off-the-clock hours worked at the appropriate rate of pay and by requiring off-
 6 the-clock work before and after work shifts.

7 143. At all times relevant hereto, from time to time, Plaintiff and the Class
 8 Members have been denied meal and/or rest breaks by Defendants.

9 144. Defendants, and each of them, are "persons" as defined under of Business &
 10 Professions Code § 17021.

11 145. Since at least four years prior to the present Complaint filing and at all times
 12 relevant hereto, by and through the conduct described herein, the Defendants have engaged
 13 in unfair, unlawful and fraudulent business practices, in violation of California Business &
 14 Professions Code §§ 17200, *et seq.*, and have thereby deprived Plaintiff, and all persons in
 15 interest, of fundamental rights and privileges guaranteed to all employees under California
 16 law.

17 146. Defendants own, operate and manage facilities in California which provide
 18 services in California to the public as defined in the Business & Professions Code §§ 17022
 19 and 17024.

20 147. Defendants, as set forth in this Complaint, *supra*, engaged in false, unfair and
 21 misleading business practices, consisting of acts and omissions that include, but are not
 22 limited to:

- 23 (a) The fact that Defendants adjusted, altered, underpaid and/or changed
- 24 time and/or pay schedules to reflect that employee Class Members had
- 25 not worked off-the-clock;
- 26 (b) The fact that Defendants required non-exempt, hourly employees to
- 27 work more than three and a half (3.5) hour shifts without a ten (10)
- 28 minute rest period;

- (c) The fact that Defendants required non-exempt, hourly employees to work more than five (5) hours in a workday and/or who worked longer than ten (10) hours in a workday without timely, uninterrupted meal period(s) of at least thirty (30) minutes;
- (d) The fact that Defendants kept no detailed records of non-exempt, hourly employees' actual daily work activities, in part, to prevent Plaintiff and Plaintiff Classes from recovering overtime wages from Defendants after the discovery of Defendants' deceptive, fraudulent, false, unfair and unlawful conduct;
- (e) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class for all hours worked.
- (f) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class twice monthly for all hours worked.
- (g) The fact that Defendants failed to pay all earned wages to Plaintiff and the Plaintiff Class twice monthly.
- (h) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class upon termination of employment.
- (i) The fact that Defendants' activities related to their failure to disclose material and relevant information constitutes violations of Business & Professions Code § 17200.

148. Defendants, and each of them, have underreported to state authorities, wages earned by non-exempt, hourly employees and, therefore, have underpaid state taxes, employer matching funds, unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is criminal in nature and subjects the Defendants, and each of them, to sanctions, fines and imprisonment, and is actionable under of Business & Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

149. Pursuant to of Business & Professions Code §§ 17071 and 17075, the failure of Defendants, and each of them, to pay overtime wages, related benefits, and employment

1 taxes, is admissible as evidence of Defendants' intent to violate Chapter 4 of the Unfair
2 Business Trade Act.

3 150. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.
4 Non-exempt, hourly employees, including Plaintiff and Plaintiff Classes are likely to be
5 deceived by these practices.

6 151. As a direct and proximate result of these acts and omissions, Plaintiff, is
7 informed and believes, and based upon that information and belief alleges, that the
8 Defendants, and each of them, were able to unfairly compete with other facilities in the state
9 of California by not paying overtime and wages in violation of Business & Professions
10 Code Chapters 4 and 5, *et al.* Due to this unfair business practice, Defendants have been
11 able to charge lower prices for its services than the prices charged by other comparable
12 entities doing business in the state of California.

13 152. The victims of this unfair business practice include, but are not limited to, all
14 non-exempt, hourly employees of Defendants, competitors of Defendants in the state of
15 California, and the general public.

16 153. Plaintiff is informed and believes, and based upon that information and belief
17 alleges, that Defendants, and each of them, performed the above-mentioned acts with the
18 intent of gaining an unfair competitive advantage and thereby injuring Plaintiff, other
19 employees, other competitors, and the general public.

20 154. By and through the conduct described above, Plaintiff and all non-exempt,
21 hourly employees have been deprived of the right to be paid all wages earned, including
22 meal and rest premiums and overtime compensation earned by virtue of employment with
23 the Defendants at regular intervals, in accordance with the requirements of Labor Code §§
24 200-203, 204, 226.7, 1197, *et seq.*

25 155. By and through their unfair, unlawful and/or fraudulent business practices
26 described herein, Defendants, has obtained valuable property, money and services from
27 Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all non-exempt,
28 hourly employees of valuable rights and benefits guaranteed by law, all to their detriment.

1 156. Plaintiff and the Class have injury-in-fact as a result of Defendants' conduct.
2 Moreover, Plaintiff and the Class have lost money as a direct result of Defendants' unfair,
3 unlawful, deceptive and fraudulent conduct.

4 157. All of the acts described herein as violations of, among other things, the
5 California Labor Code and Industrial Welfare Commission Wage Orders, are unlawful and
6 in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent
7 and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
8 practices in violation of California Business & Professions Code §§ 17200, *et seq.*

9 158. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is
10 entitled to, and does seek such relief as may be necessary to disgorge the profits which the
11 Defendants have acquired, or of which Plaintiff has been deprived, by means of the above-
12 described unfair, unlawful and/or fraudulent business practices. Plaintiff, and the members
13 of the Plaintiff Classes, is not obligated to establish individual knowledge of the unfair
14 practices of Defendants in order to recover restitution.

15 159. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is
16 further entitled to and does seek a declaration that the above-described business practices
17 are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and
18 each of them, from engaging in any of the above-described unfair, unlawful and/or
19 fraudulent business practices in the future.

20 160. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, has
21 no plain, speedy, and/or adequate remedy at law to redress the injuries suffered as a
22 consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
23 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff
24 and the Plaintiff Class have suffered and will continue to suffer irreparable harm unless the
25 Defendants' and each of them, are restrained from continuing to engage in said unfair,
26 unlawful and/or fraudulent business practices.

27 161. Plaintiff also alleges that if Defendants are not enjoined from the conduct set
28 forth herein above, they will continue its failure to compensate non-exempt hourly

1 employees for off-the-clock work. In addition, Defendants, and each of them, will continue
2 to avoid paying the appropriate taxes, insurance and unemployment holdings.

3 162. Plaintiff, individually, and on behalf of members of the Plaintiff Classes,
4 requests that the Court issue a preliminary and permanent injunction prohibiting the
5 Defendants, and each of them, from requiring non-exempt, hourly employees from working
6 off-the-clock.

7 163. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, also
8 requests that the Court order Defendants to disgorge all illegally obtained monies from
9 failing to pay taxes, state disability insurance premiums, and unemployment taxes, obtained
10 by way of their violation of Business & Professions Code §§ 17200, *et seq.*

11 164. As Plaintiff seeks to enforce an important right affecting the public interest, to
12 wit, and the disgorgement of ill-gotten gains and the restitution of unlawfully withheld
13 wages, with interest thereon, Plaintiff requests an award of attorneys' fees, pursuant to Code
14 Civil Procedure § 1021.5.

15 **ELEVENTH CAUSE OF ACTION**
16 **FOR VIOLATIONS OF THE PAGA**
17 **[CALIFORNIA LABOR CODE §§ 2698, *et seq.*]**
18 **(Against All Defendants)**

19 165. Plaintiff and Rule 23 California Class Members reallege and
20 incorporate by reference, as though fully set forth herein, the paragraphs previously
21 alleged in this FAC.

22 166. Labor Code § 2698, *et seq.* (the PAGA) creates specified remedies that are
23 triggered when an employer violates any provision of the Labor Code specified in
24 Labor Code § 2699.5.

25 167. The policies, acts and practices heretofore described were and are an
26 unlawful business act or practice because Defendants failed to comply with their
27 statutory obligations to pay Plaintiff and aggrieved employees all wages they were due
28 according to the applicable California Labor Code sections set forth herein and Wage

1 Order No. 4. Defendants' illegal actions give rise to statutory penalties including, but
2 not limited to, penalties provided by, and pursuant to, Labor Code §§ 201-204, 210,
3 218, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1198, 2802, and 2699.5.

4 168. Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code
5 that do not have a civil penalty specifically specified, there is an established civil
6 penalty for a violation of the provisions as follows: \$100 for each aggrieved employee
7 per pay period for the initial violation and \$200 for each aggrieved employee per pay
8 period for each subsequent violation.

9 169. Labor Code § 558 mandates a penalty be assessed against any employer or
10 other person acting on behalf of an employer who violates, or causes to be violated, a
11 section of the chapter starting with Labor Code § 500, *et seq.* or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission
13 as follows: \$50 for the first pay period in which the employee is underpaid; and, for
14 each subsequent violation, \$100 for each pay period in which the employee is
15 underpaid. The civil penalties so provided in this section are in addition to any other
16 civil penalties provided by law.

17 170. Labor Code § 2699(a) specifically provides for a private right of action to
18 recover penalties for violations of the California Labor Code.

19 171. On **September 7, 2022**, Plaintiff gave notice of these claims to the
20 LWDA and to the agent for service of process for Defendants. Plaintiffs did not receive
21 any response from the LWDA indicating that it intends to investigate these claims.
22 Accordingly, Plaintiff has exhausted all notice requirements under the PAGA.
23 Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's PAGA Notice,
24 which he hereby incorporates by reference.

25 172. Plaintiff will seek recovery of civil penalties per pay period during the
26 relevant PAGA time period for Plaintiff and each "aggrieved employee" in an amount
27 according to proof, subject to Court approval as set forth in Labor Code § 2699.
28

173. Plaintiff will seek recovery of attorneys' fees and costs pursuant to Labor Code § 2699(g) and/or Code of Civil Procedure § 1021.5 to the extent enforcement of California's labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code § 90.5, in an amount according to proof and subject to Court approval.

174. As provided above, Plaintiff has completed all administrative prerequisites to seeking the penalties for Labor Code violations provided by the PAGA (including Labor Code § 558).

PRAYER

WHEREFORE, the PLAINTIFF DEMANDS and JURY TRIAL and prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION:

- (a) For facilitated Notice under 29 USC § 216(b);
- (b) For compensation pursuant to FLSA 29 U.S.C. § 201 et seq.;
- (c) For Conditional and Final Certification of a Collective Action;
- (d) For interest on any compensatory damages; and
- (e) For attorneys' fees, interest, and costs of suit pursuant to 29 U.S.C. § 216(b).

ON THE SECOND CAUSE OF ACTION:

- (a) For compensatory damages and/or statutory damages and statutory penalties resulting from improper compensation according to proof;
- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs.

ON THE THIRD CAUSE OF ACTION:

- (a) For compensatory damages and/or statutory damages and statutory

penalties resulting from improper compensation according to proof;

(b) For interest on any compensatory damages;

(c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and

(d) For attorneys' fees and costs as allowed by law.

ON THE FOURTH CAUSE OF ACTION:

(a) For statutory compensation, including one hour of pay for each workday that a lawful meal period was not provided;

(b) For interest on any compensatory damages;

(c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and

(d) For attorneys' fees and costs as allowed by law.

ON THE FIFTH CAUSE OF ACTION:

(a) For statutory compensation, including one hour of pay for each workday that a lawful rest period was not provided;

(b) For interest on any compensatory damages;

(c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and

(d) For attorneys' fees and costs.

ON THE SIXTH CAUSE OF ACTION:

(a) For statutory penalties;

(b) For compensatory damages and interest thereon for actual harm caused;

(c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and

(d) For attorneys' fees and costs.

ON THE SEVENTH CAUSE OF ACTION:

(a) For statutory penalties; and

(b) For attorneys' fees and costs as allowed by law.

ON THE EIGHTH CAUSE OF ACTION:

- (a) For statutory penalties;
- (b) For penalty enhancements for willful conduct;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs.

ON THE NINTH CAUSE OF ACTION:

- (e) For statutory penalties, including 30 days of pay for each employee not timely paid wages upon termination;
- (f) For penalty enhancements for willful conduct;
- (g) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (h) For attorneys' fees and costs.

ON THE TENTH CAUSE OF ACTION:

- (a) For equitable, injunctive and declaratory relief;
- (b) Treble damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For disgorgement of profits.

ON THE ELEVENTH CAUSE OF ACTION:

- (a) For civil penalties;
- (b) Other penalties under the PAGA; and
- (c) For attorneys' fees and costs.

ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit; and,
- (c) For such other and further relief as this Court may deem just and proper.

1 Dated: November 15, 2022

QUINTILONE & ASSOCIATES

2 

3 By: _____

4 RICHARD E. QUINTILONE II,
5 JEFFREY T. GREEN,
6 KYLE J. GALLEG0

7 Attorneys for Plaintiff KEVIN FLEMING,
8 individually, and on behalf of a Class of all
9 other persons similarly situated

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands trial of the claims by jury to the extent authorized by
12 law.

13 Dated: November 15, 2022

QUINTILONE & ASSOCIATES

14 

15 By: _____

16 RICHARD E. QUINTILONE II,
17 JEFFREY T. GREEN,
18 KYLE J. GALLEG0

19 Attorneys for Plaintiff KEVIN FLEMING
20 individually, and on behalf of a Class of all
21 other persons similarly situated
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