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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DEANNA CHRISTINA CARRERAS, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

VASINDAS' AROUND THE CLOCK
CARE, INC., a California corporation;
VASINDA INVESTMENTS, INC., a
California corporation; VASINDA
INVESTMENTS, a business entity of
unknown form; AROUND THE CLOCK
CARE, a business entity of unknown form;
AROUND THE CLOCK COMPANION
CARE, a business entity of unknown form;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-25-101824

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; and
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*
12. Civil Penalties (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff DEANNA CHRISTINA CARRERAS (hereinafter “Plaintiff”), on behalf of
2 herself, and the State of California , and all others similarly situated non-exempt, hourly
3 employees employed by Defendants in California during the relevant period (collectively,
4 “Employees”; individually, “Employee”), complains of Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees, including as coaches,
9 caregivers, care and program assistants, trainers, instructors and in similar and related positions,
10 by Defendants VASINDAS’ AROUND THE CLOCK CARE, INC., a California corporation;
11 VASINDA INVESTMENTS, INC., a California corporation; VASINDA INVESTMENTS, a
12 business entity of unknown form; AROUND THE CLOCK CARE, a business entity of unknown
13 form; AROUND THE CLOCK COMPANION CARE, a business entity of unknown form, and
14 DOES 1 through 50, inclusive (all defendants being collectively referred to herein as
15 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
16 the California Labor Code, relevant orders of the Industrial Welfare Commission (“IWC”), and the
17 California Business & Professions Code, and seeks redress for these violations.

18 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
19 Defendants, including as coaches, caregivers, and care assistants, and in similar and related
20 positions pertaining to providing skilled nursing care and rehabilitation services to Defendants’
21 customer patients at Defendants’ communities in California. Plaintiff, and upon information and
22 belief, other similarly situated Employees, were required to travel to customers’ (“participants”)
23 homes and communities to assist participants with hands-on training, housekeeping, meal
24 preparation, socialization, benefits and money management, laundry assistance, and shopping.
25 Plaintiff was employed by Defendants as a caregiver with duties that included assisting with
26 bathing, grooming, toileting, dressing, oral care, ambulation, transfers, serving and assisting with
27 meals, feeding, housekeeping, bed making, laundry, and providing transportation to doctors.

28 3. Defendants employed other similarly situated Class members as caregivers,

1 coaches, care and program assistants and in similar and related positions in connection with their
2 care facilities located throughout California, including in Kern County. Plaintiff and the other
3 similarly situated Class members worked at Defendants' behest without being paid all wages due
4 and without being provided all required breaks. More specifically, Plaintiff and the other similarly
5 situated Class members were employed by Defendants and (1) shared similar job duties and
6 responsibilities (2) were subjected to the same policies and practices (3) and endured similar
7 violations at the hands of Defendants as the other Employee Class members who served in similar
8 and related positions.

9 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
10 and failed to record accurate time worked by these Employees, failed to pay them at the
11 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
12 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
13 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
14 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
15 under Defendants' control and were not provided with the opportunity to take full uninterrupted
16 and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable
17 paragraphs of the IWC Wage Orders.

18 5. Defendant VASINDAS' AROUND THE CLOCK CARE, INC. is a California
19 Corporation with its principal place of business in Bakersfield, California and is registered with
20 the California Secretary of State. Defendant VASINDAS' AROUND THE CLOCK CARE, INC.
21 has been the employer listed on the wage statements and employment records issued to Plaintiff
22 during the relevant time period that Plaintiff was employed with Defendants. Defendant
23 VASINDAS' AROUND THE CLOCK CARE, INC. employs Plaintiff and the Class Members in
24 California, including at Defendants' offices and facilities in Stanislaus, California, and throughout
25 California, and conducts business throughout California.

26 6. Defendant VASINDA INVESTMENTS, INC. is a California Corporation with its
27 principal place of business in Bakersfield, California and is registered with the California
28 Secretary of State. Defendant VASINDA INVESTMENTS, INC. has been the employer listed on

1 the wage statements and employment records issued to Plaintiff during the relevant time period
2 that Plaintiff was employed with Defendants. Defendant VASINDA INVESTMENTS, INC.
3 employs Plaintiff and the Class Members in California, including at Defendants' offices and
4 facilities in Stanislaus, California, and throughout California, and conducts business throughout
5 California.

6 7. Defendant VASINDA INVESTMENTS is a business entity of unknown form and
7 has been the employer listed on the wage statements and employment records issued to Plaintiff
8 during the relevant time period that Plaintiff was employed with Defendants. Defendant
9 VASINDA INVESTMENTS employs Plaintiff and the Class Members in California, including at
10 Defendants' offices and facilities in Stanislaus, California, and throughout California, and
11 conducts business throughout California.

12 8. Defendant AROUND THE CLOCK CARE is a business entity of unknown form
13 and has been the employer listed on the wage statements and employment records issued to
14 Plaintiff during the relevant time period that Plaintiff was employed with Defendants. Defendant
15 AROUND THE CLOCK CARE employs Plaintiff and the Class Members in California, including
16 at Defendants' offices and facilities in Stanislaus, California, and throughout California, and
17 conducts business throughout California.

18 9. Defendant AROUND THE CLOCK COMPANION CARE is a business entity of
19 unknown form and has been the employer listed on the wage statements and employment records
20 issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants.
21 Defendant AROUND THE CLOCK COMPANION CARE employs Plaintiff and the Class
22 Members in California, including at Defendants' offices and facilities in Stanislaus, California,
23 and throughout California, and conducts business throughout California.

24 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
26 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
27 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
28 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the

obligations and liabilities giving rise to this lawsuit occurred, at least in part in Kern County. Defendants also employ and employed Class members at their communities and facilities in Kern County and throughout California.

11. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are 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 herein as Does 1 through 50 when their identities become known.

12. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that 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 acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

13. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either

1 not paid by Defendants for all hours worked or were subjected to unlawful rounding and time
2 shaving or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also
3 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
4 including by requiring off the clock work, failed to provide meal and rest breaks, and failed to
5 furnish accurate wage statements, all in violation of various provisions of the California Labor
6 Code and applicable paragraphs of the IWC Wage Orders.

7 14. During the course of Plaintiff and the Class members' employment with
8 Defendants, they were not paid all wages they were owed, including for all work performed
9 (resulting in "off the clock" work) and for all their overtime hours worked and were subjected to
10 unlawful rounding, and they were not paid at the required rates for overtime. Class Members were
11 required to undergo a series of COVID-19 screenings such as temperature checks, a symptom
12 checklist, testing and vaccination while they were off the clock. Specifically, Employees were
13 required to fill out a COVID-19 questionnaire with screening questions such as whether the
14 Employee is feeling sick, experiencing nausea, fever, or chills, and whether they have been around
15 anyone with COVID prior to commencing their shifts regularly. After having their temperature
16 taken and filling out the questionnaire, Employees were required to sign a book stating they were
17 scanned and complied with COVID screening procedures. This process could take five to ten
18 minutes to complete and was done off the clock.

19 15. Furthermore, Class Members were required to work through portions of their meal
20 periods while they were off the clock and were not paid for this time. Defendants also contacted
21 Class Members on their personal cell phones with work demands outside of scheduled work hours.
22 Moreover, Class Members were required to drive from the facilities to residents' homes while off
23 the clock.

24 16. Defendants also failed to pay Class Members all wages due and owing because
25 Defendants failed to pay for on-call time. Specifically, Defendants would contact Plaintiff and
26 inform him that he needed to come into work immediately. Plaintiff had to immediately report to
27 work and was not paid on-call pay. Plaintiff was required to be on-call at all times and her
28 personal activities were restricted during this time. Additionally, Plaintiff was expected to call

1 Defendants to see if she was on the schedule to work the same day or the next day on various
2 occasions. Upon information and belief, Class Members were also required to be on-call and were
3 not compensated for on-call pay.

4 17. Moreover, Defendants had a consistent policy and practice of unlawfully rounding
5 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
6 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
7 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or
8 30-minute time increment), and generally did so to the detriment of the Class Members, and
9 Plaintiff contends this policy is not neutral and resulted, over time, to the detriment of the Class
10 Members by systematically under-compensating them. Rather than reflecting the actual hours
11 worked by Class Members, the time entries were rounded and reduced to reflect the scheduled
12 work time. These unlawfully rounded time entries were inputted into Defendants' payroll system
13 from which wage statements and payroll checks were created.

14 18. The failure to maintain accurate timekeeping records perpetrated by Defendants
15 have also been exacerbated by other off the clock work Defendants required their Employees to
16 endure. For example, Defendants required in-service meetings of approximately one hour each
17 that occurred before Plaintiff's scheduled shifts. During these meetings, Employees were not
18 permitted to record their entry. Thus, Defendants failed to compensate Employees for their
19 attendance. Plaintiff and the class members were also required to work or otherwise remain under
20 Defendants' control after their shift end times, including on site and through after hours work
21 related communications and other work requirements.

22 19. Defendants also failed to pay Class Members all wages due and owing because
23 Defendants failed to incorporate non-discretionary and/or performance-based bonuses and/or shift
24 differentials into the regular rate of pay. Contrary to the requirements of the Labor Code and IWC
25 Wage Orders under California law, Defendants did not incorporate these non-discretionary and/or
26 performance-based bonuses and/or shift differentials to the Class Members into the regular rate of
27 pay Defendants used to calculate and pay for overtime compensation, sick pay, and meal and rest
28 break premiums.

1 20. Plaintiff was therefore not paid for all her hours worked at the required minimum,
2 overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy
3 and practice of requiring her to work off the clock and without pay. Defendants systematically
4 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for
5 all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day
6 at the required double time rate. Upon information and belief, the Class members were bound by
7 similar scheduling and timekeeping policies and endured similar violations at Defendants' hands
8 as Plaintiff.

9 21. Defendants have failed to maintain timekeeping records for Plaintiff that would
10 permit Plaintiff to discover the nature and extent of the off the clock work Defendants required
11 and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours
12 worked, and by under-recording regular hours to the detriment of the Class members, Defendants
13 have committed knowing and intentional ongoing violations of the record keeping requirements
14 under the Labor Code, including section 1174, by either failing to maintain records or retaining
15 inaccurate ones.

16 22. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
17 the Class members is and has been a direct consequence of Defendants' unlawful compensation
18 policies and practices, which upon information and belief applied uniformly to the Class members
19 working based out of Defendants' facilities throughout California. As a result of the above-
20 described unlawful requirements to work off the clock, the rounding and time shaving, the failure
21 to accurately record all hours worked and pay wages at the correct rates, and the other wage
22 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
23 paid all wages earned and all wages owed to them by Defendants, including when working more
24 than eight hours in any given day and/or more than forty hours in any given week.

25 23. Therefore, from at least four years prior to the filing of this lawsuit and continuing
26 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
27 hours worked and failing to pay minimum wages for all time worked, as required by California
28 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,

1 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
2 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
3 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
4 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

5 24. Defendants also failed to provide Plaintiff and the Class members with their
6 required meal periods and at least two ten-minute rest breaks as required at a minimum for
7 Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to
8 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
9 members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
10 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
11 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
12 IWC Wage Order(s).

13 25. More specifically, Plaintiff worked shifts that entitled her to at least one meal
14 period, but due to prioritizing patient care, Plaintiff was compelled to delay her meal periods or
15 have them interrupted. The heavy workloads, patient demands, and management expectations also
16 contributed to Employees working through meal periods or not taking them or taking them late so
17 work could be accomplished or they were required to remain under Defendants' control during
18 meal periods. Furthermore, due to Defendants' policy of locking the facility's doors after 7:00
19 p.m., Employees were deterred from leaving the facility. If they did, it would inevitably cause
20 Employees' meal periods to be shortened and interrupted by having to ring the doorbell and wait
21 for a staff member to open it. In addition, when Plaintiff's time records reflected a late meal
22 period, she was compelled by Defendants to modify her time records so that her meal period
23 appeared earlier than actually taken so that Defendants could avoid paying a meal premium.
24 Moreover, to the extent Class Members were permitted to take meal breaks, they were prohibited
25 from leaving the premises and were required to carry and monitor their personal cell phones and
26 respond to work demands.

27 26. Therefore, meal period violations systematically occurred ongoing throughout all
28 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty

1 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
2 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
3 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
4 premium payment. Upon information and belief, the other Class members were subjected to
5 similar unlawful policies and practices and endured similar violations as Plaintiff.

6 27. Defendants thus failed to provide all the legally required unpaid, off-duty meal
7 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
8 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
9 members were required to perform work as ordered by Defendants for more than five hours during
10 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
11 followed a practice of requiring off the clock work in a manner that would impact when
12 Employees were to receive meal periods and rest breaks and required them to respond to work
13 demands during breaks, thus leading to further violations.

14 28. Upon information and belief, Defendants' systems did not automatically generate a
15 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
16 into a work shift or in the event the time punch records reflected a meal period of less than thirty
17 minutes. However, upon information and belief, in the event Defendants did pay any meal period
18 premiums, they did so at the employee's customary regular rate of hourly compensation without
19 including all forms of remuneration in that hourly rate calculation, for example by omitting shift-
20 differentials and the like from the rate at which meal premiums were paid.

21 29. Defendants thus followed uniformly applied policies of not providing all required
22 meal periods to their Employees. Meal periods were often not properly provided, as work
23 demands impermissibly shortened their breaks. Even when Plaintiff and the Class members were
24 able to take a meal period, it was generally interrupted by work duties or was taken after the fifth
25 hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off
26 the clock work in a manner that would impact when Employees were to receive meal periods and
27 rest breaks, thus leading to further violations.

28 30. As a result, Defendants' failure to provide Plaintiff and the Class members with all

1 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
2 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
3 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
4 members were unable to take off-duty breaks or were otherwise not provided with the opportunity
5 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
6 policies and practices. On the occasions when Plaintiff and the Class members were provided with
7 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
8 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
9 occurred in one or more of the following manners:

- 10 (a) Class members were not provided full thirty-minute duty free meal periods
11 for work days in excess of five hours and were not compensated one
12 hour's wages in lieu thereof, or were not compensated at the correct
13 regular rate of compensation, all in violation of, among others, Labor Code
14 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
15 Order(s);
- 16 (b) Class members were not provided second full thirty-minute duty free meal
17 periods for work days in excess of ten hours;
- 18 (c) Class members were required to work through at least part of their daily
19 meal period(s);
- 20 (d) Meal periods were provided after five hours of continuous work during a
21 shift; and
- 22 (e) Class members were restricted in their ability to take a full thirty-minute
23 meal period.

24 31. Similar violations resulted from Defendants' failure to authorize and permit
25 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
26 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
27 were either not authorized permitted the opportunity to take a rest break, or were required to
28 remain under Defendants' control and respond to work and patient demands if and when they even

1 attempted to take one. Moreover, to the extent Class Members were permitted to take rest breaks,
2 they were prohibited from leaving the premises and were required to carry and monitor their
3 personal cell phones and respond to work demands.

4 32. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
5 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
6 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
7 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
8 during the relevant period, meaning Defendants' rest break policy was not to schedule or
9 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
10 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
11 on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants'
12 management, Plaintiff and the Class members were compelled to not take rest breaks despite
13 working extended shifts. Defendants have produced no evidence of any payments for rest break
14 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,
15 upon information and belief they failed to include all forms of remuneration, including bonuses
16 and shift differentials, in the regular rate at which Defendants paid the premium.

17 33. Defendants' uniformly applied policies and practices thus resulted in untimely and
18 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
19 members worked shifts of at least eight hours, which required at least two rest breaks, and often
20 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when
21 Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to
22 take a second or a third break, and those that were provided were often late and generally
23 interrupted by job duties and requirement.

24 34. During rest periods, employers must relieve employees of all duties and relinquish
25 control over how employees spend their time. Plaintiff and the Class members were and are under
26 Defendants' control when they are working through rest breaks and remaining under Defendants'
27 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
28 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not

1 authorized and permitted to take lawful rest periods, were systematically required by Defendants
2 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
3 They were required to remain on-duty during breaks or portions of their breaks, thus making them
4 either untimely or shortened and on-duty, and they were also prevented from leaving the premises
5 and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly
6 applied policies and practices. Rest period violations therefore arose in one or more of the
7 following manners:

- 8 (a) Class members were required to work without being provided a minimum
9 ten minute rest period for every four hours or major fraction thereof worked
10 and were not compensated one hour of pay at their regular rate of
11 compensation for each workday that a rest period was not provided;
- 12 (b) Class members were not authorized and permitted to take timely rest periods
13 for every four hours worked, or major fraction thereof; and
- 14 (c) Class members were required to remain on-duty during rest periods or
15 otherwise had their rest periods interrupted by work demands.

16 35. From at least four years prior to the filing of this lawsuit and continuing to the
17 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
18 deducting the Employees' earned wages, including by the above described off the clock work and
19 rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating
20 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
21 Labor Code § 221.

22 36. Defendants also violated California Labor Code § 246 by not providing all required
23 paid sick days to Plaintiff and the Class members. Labor Code § 246 provides that an Employee
24 who "works in California for the same employer for 30 or more days within a year from the
25 commencement of employment is entitled to paid sick days as specified in this section."
26 Defendants failed to provide Plaintiffs and the other similarly situated employees with all their
27 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
28 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to

1 the Class members during the relevant time period, including by failing to provide two work
2 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
3 248.2 and including damages and penalties as these sections are enforced through Labor Code §
4 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid
5 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
6 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
7 (\$4,000), shall be included in the administrative penalty.” As also addressed above, to the extent
8 Defendants paid any sick time, they did so at a regular rate that failed to include all forms or
9 remuneration. Plaintiff accordingly seeks this relief available for Defendants’ failure to provide
10 Employees with all their required and earned sick days and all their COVID-19 supplemental sick
11 leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties
12 available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1,
13 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code §
14 2699(g)(1).

15 37. As a result of these illegal policies and practices, Defendants also engaged in and
16 enforced the following additional unlawful practices and policies against Plaintiff and the Class
17 members she seeks to represent:

- 18 a. failing to pay all wages owed to Class members who either were discharged, laid
19 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
20 203;
- 21 b. failing to pay all wages owed to the Class members twice monthly in accordance
22 with the requirements of Labor Code § 204;
- 23 c. failing to pay Class members all wages owed, including all meal and rest period
24 premium wages, and failing to pay them at the regular rate of compensation;
- 25 d. failing to maintain accurate records of Class members’ hours worked and earned
26 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
27 7 of the applicable IWC Wage Orders; and

28 38. Defendants have also consistently failed to provide Class members with timely,

1 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
2 including by the above-described requirement of off the clock work, failure to pay all overtime
3 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
4 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
5 miscalculating any overtime or meal period or rest break premium wages and by the systematic
6 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
7 difficult to account with precision for the unlawfully withheld wages and meal and rest period
8 compensation owed to Plaintiff and the Class, during the liability period, including because they
9 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
10 and because they did not implement and preserve a record-keeping method as required for non-
11 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
12 California Wage Orders. Upon information and belief, time clock punches were not maintained or
13 were not accurately maintained for work shifts. Defendants also failed to accurately record and
14 pay for all regular and overtime hours worked and submitted by Plaintiff and the Class members,
15 including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

16 39. Specifically, the wage statements given to Class Members failed to incorporate
17 non-discretionary bonuses and/or shift differentials into the regular rate of pay used to calculate
18 and pay overtime compensation, sick pay, and meal and rest break premiums. Additionally, the
19 wage statements given to Class Members do not list all applicable hourly rates. Thus, the wage
20 statements do not provide accurate hourly rates for overtime and the statements do not comply
21 with Labor Code § 226(a)(9). Further, the wage statements given to Class Members do not list the
22 total hours and do not comply with Labor Code § 226(a)(2). Further, the wage statements given to
23 Class Members failed to accurately account for unpaid wages and overtime because Defendants
24 under-reported the actual hours worked by Class Members due to off the clock work and unlawful
25 rounding. Additionally, the wage statements given to Class Members failed to accurately account
26 for premium pay for deficiently provided meal periods and rest breaks.

27 40. Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately
28 reporting total hours worked and total wages earned by Plaintiff and the Class members, along

1 with the appropriate applicable rates, among others requirements. Plaintiff and Class members are
2 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code
3 § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California
4 IWC Wage Orders by failing to maintain time records showing when the employee begins and
5 ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total
6 daily hours worked by itemizing in wage statements all deductions from payment of wages and
7 accurately reporting total hours worked.

8 41. From at least four (4) years prior to filing this lawsuit and continuing to the present,
9 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members
10 at the time of their termination or within seventy-two (72) hours of their resignation, as required by
11 California wage-and-hour laws. Specifically, Class Members were not paid all regular and overtime
12 wages because Defendants failed to pay for all hours worked by requiring off the clock work, and
13 failed to incorporate non-discretionary bonuses and/or shift differentials into the regular rate of pay
14 used to calculate and pay for overtime compensation, sick pay, and meal and rest break premiums.
15 Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest
16 periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
17 required time was willful within the meaning of Labor Code § 203.

18 42. Additionally, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants have regularly required Class Members to incur business
20 expenses in the course of performing their required job duties for Defendants. These included the
21 cell phone-related expenses Plaintiff incurred in responding to work communications from
22 supervisors. Additionally, Plaintiff would purchase her own supplies including games and
23 activities for the clients as well as food and treats for the clients. These expenses incurred by
24 Class Members were necessary and required of them in performing their assigned job duties, but
25 Defendants failed to reimburse Class Members for all such necessary expenditures, thus entitling
26 them to reimbursement according to proof as required under Labor Code § 2802 and the
27 applicable provisions of the IWC Wage Orders.

28 43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action

pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, and 1199, 2802, 2810.5, 2926, 2927, and California Code of Regulations, Title 8, section 11000 *et seq.*

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

45. Plaintiff brings this class action on behalf of herself, and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes caregivers, in-home practitioners, and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction

thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

j. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

k. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

47. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,

1 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
2 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
3 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
4 benefit of this work, required Employees to perform this work and permitted or suffered to permit
5 this work. Defendants have uniformly denied these Class members wages to which these
6 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
7 order to unfairly cheat the competition and unlawfully profit.

8 48. This action has been brought and may properly be maintained as a class action
9 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
10 of interest in this litigation and the proposed Class is easily ascertainable from the employment
11 records for Plaintiff and the Class members that Defendants are required to maintain under
12 California law.

13 **A. Numerosity**

14 49. The potential members of the class as defined are so numerous that joinder of all
15 the member of the class is impracticable. While the precise number of class member has not been
16 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
17 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
18 Class definition within the State of California. Plaintiff alleges that Defendants' employment
19 records will provide information as to the number and location of all Class members.

20 **B. Commonality**

21 50. There are questions of law and fact common to the Class that predominate over any
22 questions affecting only individual Class members. The common questions are numerous and
23 substantial and flow from Defendants' uniform policies and/or practices of violating the California
24 Labor Code addressed above. As such, these common questions predominate over individual
25 questions concerning each individual Class Member's showing as to his or her eligibility for
26 recovery or as to the amount of damages. These common questions of law and fact include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
- 28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under Labor
2 Code § 510;
- 3 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
4 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
5 premium pay in lieu thereof;
- 6 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
7 Orders, by failing to authorize and permit Employees to take requisite rest breaks
8 or provide premium pay in lieu thereof;
- 9 f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
10 providing employees with all required sick days and COVID-19 supplemental sick
11 leave;
- 12 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
13 inaccurate wage statements;
- 14 h. Whether Defendants violated Labor Code § 221;
- 15 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
16 wages and compensation due and owing at the time of termination of employment;
- 17 j. Whether Defendants' conduct was willful;
- 18 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
19 IWC Wage Orders by failing to maintain accurate records of Class members'
20 earned wages and work periods;
- 21 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
22 Employees during the relevant time period for all hours worked, whether regular or
23 overtime;
- 24 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
25 wages earned at least twice monthly;
- 26 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse
27 Employees all necessary business expenses;
- 28 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

- 1 p. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
2 q. Whether Employees are entitled to equitable relief pursuant to Business and
3 Professions Code § 17200 *et seq.*

4 **C. Typicality**

5 51. The claims of the named plaintiff are typical of those of the other Employees. The
6 Employee Class members all sustained injuries and damages arising out of and caused by
7 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
8 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
9 the off the clock work and meal and rest violations she was required to endure are typical of those
10 of the other Class members.

11 **D. Adequacy of Representation**

12 52. Plaintiff will fairly and adequately represent and protect the interest of the
13 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
14 experienced and competent in litigating employment class actions.

15 **E. Superiority of Class Action**

16 53. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
18 questions of law and fact common to all Employees predominate over any questions affecting only
19 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
20 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

21 54. As to the issues raised in this case, a class action is superior to all other methods for
22 the fair and efficient adjudication of this controversy, as joinder of all Class members is
23 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
24 members. Further, as the economic or other loss suffered by vast numbers of Class members may
25 be relatively small, the expense and burden of individual actions make it difficult for the Class
26 members to individually redress the wrongs they have suffered. Moreover, in the event
27 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
28 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in

1 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
2 to vindicate their rights for violations they endured which they would otherwise be foreclosed
3 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

4 55. Class action treatment will allow those persons similarly situated to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
7 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
8 set forth the subject and nature of the instant action. The Defendants' own business records can be
9 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
10 that any further notice is required additional media and/or mailings can be used.

11 56. Defendants, as prospective and actual employers of the Employees in the Class,
12 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
13 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
14 Employees as well as the effect of any alleged arbitration agreements that may have been forced
15 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
16 and policies, most notably intentionally refusing to pay for all hours actually worked which should
17 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
18 agreements and policies and practices on the Employees and Class as a whole.

19 57. Plaintiff and the Employees in the Class did not discover the fact that they were
20 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
21 ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by
22 jury, right to collectively organize and oppose unlawful pay practices under California law as well
23 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable
24 statutes of limitation were tolled until such time as Plaintiff and the Class members discovered
25 their claims.

26 **FIRST CAUSE OF ACTION**
27 **FAILURE TO PAY MINIMUM WAGES**
28 **(Against All Defendants)**

1 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
2 full herein.

3 59. Defendants failed to pay Employees minimum wages for all hours worked.
4 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
5 would work hours and not receive wages, including as alleged above in connection with off the
6 clock work, including all the time required to remain on duty and under Defendants' control
7 during breaks and due to the work demands placed upon them by Defendants' management and
8 patients and by the unlawful deduction of hours. Defendants' uniformly applied policies required
9 systematic off the clock work and underpayment of all wages owed to Employees over a period of
10 time, while benefiting Defendants. Additionally, Defendants failed to incorporate non-
11 discretionary bonuses and/or shift differentials into the regular rate of pay used to calculate and
12 pay overtime compensation, sick pay and meal and rest break premiums. During the relevant time
13 period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class
14 members, including by requiring systematic off the clock work. To the extent any local wage
15 ordinances were also applicable to paying the employees an hourly rate above the minimum wage
16 rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of
17 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
18 whole, as a result of implementing a uniform policy and practice that denied accurate
19 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

20 60. In California, employees must be paid at least the applicable state minimum wage
21 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
22 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
23 California Labor Code § 204, other applicable laws and regulations, and public policy, an
24 employer must timely pay its employees for all hours worked. Defendants failed to do so.

25 61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
26 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
27 employees, and the payment of a less wage than the minimum so fixed is unlawful." The
28 applicable minimum wage rate fixed by the commission for work during the relevant period is

1 found in the Wage Orders.

2 62. The minimum wage provisions of California Labor Code are enforceable by private
3 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
4 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to recover in a civil action the
6 unpaid balance of the full amount of this minimum wage or overtime compensation, including
7 interest thereon, reasonable attorney’s fees and costs of suit.”

8 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
9 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
10 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
11 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
12 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
13 the absence of a contractually agreed upon one.

14 64. In committing these violations of the California Labor Code, Defendants
15 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
16 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
17 time worked by Plaintiff and other members of the Class, including by requiring off the clock
18 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
19 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
20 Welfare Commission requirements and other applicable laws and regulations. As a result of these
21 violations, Defendants also failed to timely pay all wages earned in accordance with California
22 Labor Code § 1194.

23 65. California Labor Code § 1194.2 also provides for the following remedies: “In any
24 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
25 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
26 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

27 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
28 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial

1 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
2 pay each employee minimum wages.

3 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
4 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
5 interest thereon.

6 68. Defendants have the ability to pay minimum wages for all time worked and have
7 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
8 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

9 69. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
10 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
11 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
12 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
13 members of the Class further request recovery of all unpaid wages, according to proof, interest,
14 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
15 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
16 wage compensation is determined to be owed to the Class members who have terminated their
17 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
18 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
19 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
20 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
21 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
22 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
23 members are entitled to seek and recover statutory costs.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

26 **(Against All Defendants)**

27 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 71. California Labor Code § 1194 provides that “any employee receiving less than the
2 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
3 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
4 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
5 may be maintained directly against the employer in an employee’s name without first filing a
6 claim with the Division of Labor Standards and Enforcement.

7 72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
8 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
9 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
10 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
11 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
12 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
13 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
14 work in a workweek.

15 73. Defendants had a consistent policy of not paying Employees wages for all hours
16 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
17 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
18 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
19 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
20 clock work, as detailed above. Additionally, Defendants failed to incorporate non-discretionary
21 bonuses and/or shift differentials into the regular rate of pay used to calculate and pay overtime
22 compensation, sick pay and meal and rest break premiums.

23 74. Defendants thus had a consistent policy of not paying Employees wages for all
24 hours worked, including hours at their required regular, overtime, and double-time rates.
25 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
26 and/or modified certain employees’ hours, including Plaintiff’s, or required Plaintiff and the Class
27 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
28 Class members all earned and owed straight time and overtime wages and other benefits, in

1 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
2 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
3 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
4 employees to work through meal periods or remain under Defendants' control when they were
5 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
6 respond to demands from customers and managers.

7 75. Therefore, Employees were not properly compensated, nor were they paid overtime
8 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
9 Based on information and belief, Defendants did not make available to Employees a reasonable
10 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
11 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
12 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
13 Class members to work through meal periods when they were required to be clocked out or to
14 otherwise work off the clock to complete their daily job duties.

15 76. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
16 regular wages owed and overtime compensation for all hours worked, as required by California
17 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
18 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
19 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

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

1 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
2 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
3 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
4 Code § 558.

5 78. Defendants’ failure to pay compensation in a timely fashion also constituted a
6 violation of California Labor Code § 204, which requires that all wages shall be paid
7 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
8 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
9 and overtime compensation earned by Employees. Each such failure to make a timely payment of
10 compensation to Employees constitutes a separate violation of California Labor Code § 204.

11 79. Employees have been damaged by these violations of California Labor Code §§
12 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
13 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than
14 \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of
15 labor prohibited by an order of the commission” or if the employer pays “a wage less than the
16 minimum fixed by an order of the commission” or “violates...any provision of this chapter or any
17 order or ruling of the commission.”

18 80. Consequently, pursuant to the California Labor Code, including Labor Code §§
19 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
20 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
21 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
22 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
23 against Defendants, and each of them, and any additional sums as provided by the Labor Code
24 and/or other statutes.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 82. Employees regularly worked shifts greater than five (5) hours and in some
3 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
4 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
5 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
6 for a shift of more than ten (10) hours without providing him or her with a second meal period of
7 not less than thirty (30) minutes.

8 83. Defendants failed to provide Employees with meal periods as required under the
9 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
10 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
11 provided them after Employees worked beyond the fifth hour of their shifts or Employees
12 otherwise had them shortened and interrupted by work demands and requirements to perform off
13 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
14 on the occasions when Employees worked more than ten hours in a given shift, they did so
15 without receiving a second uninterrupted thirty-minute meal period as required by law. Moreover,
16 to the extent Class Members were permitted to take meal breaks, they were prohibited from
17 leaving the premises and were required to carry and monitor their personal cell phones and
18 respond to work demands

19 84. Defendants thus failed to provide Plaintiff and the Class members with meal
20 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
21 including by not providing them with the opportunity to take meal breaks, by providing them late
22 or for less than thirty minutes, or by requiring them to perform work during breaks.

23 85. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
25 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
26 employee a meal period in accordance with this section, the employer shall pay the employee one
27 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
28 period is not provided. As detailed above, on the occasions when Defendants did pay any meal

1 period premiums, they upon information and belief underpaid them by miscalculating the regular
2 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
3 compensate the Employees in the Class for each meal period not provided or inadequately
4 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
5 Wage Order.

6 86. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
7 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
8 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
9 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
10 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
11 other statutes and applicable IWC Wage Order paragraphs.

12 **FOURTH CAUSE OF ACTION**

13 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 88. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
18 provide that employers must authorize and permit all employees to take rest periods at the rate of
19 ten minutes net rest time per four (4) work hours.

20 89. Employees consistently worked consecutive four hour shifts and were generally
21 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
22 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
23 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
24 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
25 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
26 to schedule or otherwise authorize and permit Plaintiff and the Class members to take lawful rest
27 breaks. Employees were often required to work or to otherwise remain under Defendants' control
28 during rest periods, including by responding to work requirements, and had breaks provided

1 untimely as a result of the above described off the clock work. Moreover, to the extent Class
2 Members were permitted to take rest breaks, they were prohibited from leaving the premises and
3 were required to carry and monitor their personal cell phones and respond to work demands

4 90. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
5 Orders provide that if an employer fails to provide an employee rest period in accordance with this
6 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
7 compensation for each workday that the rest period is not provided. Defendants failed to do so.

8 91. Defendants, and each of them, have therefore intentionally and improperly denied
9 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
10 paragraph 12 of the applicable IWC Wage Orders.

11 92. Defendants failed to authorize and permit Plaintiff and the Class members to take
12 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
13 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
14 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
15 12 and 20 of the applicable IWC Wage Orders.

16 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
17 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
18 of wages at their effective hourly rates of pay for each day worked without the required rest
19 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
20 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

21 **FIFTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 226(a)**

23 **(Against All Defendants)**

24 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
27 employees with an accurate, itemized statement in writing showing the gross and net earnings,
28 total hours worked, and the corresponding number of hours worked at each hourly rate; these

1 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
2 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
3 statements may be given to the employee separately from the payment of wages; in either case the
4 employer must give the employee these statements twice a month or each time wages are paid.

5 96. Defendants failed to provide Plaintiff and the similarly situated Employee Class
6 members with accurate itemized wage statements in writing, as required by the Labor Code and
7 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to Class
8 Members failed to incorporate non-discretionary bonuses and/or shift differentials into the regular
9 rate of pay used to calculate and pay overtime compensation, sick pay, and meal and rest break
10 premiums. Additionally, the wage statements given to Class Members do not list all applicable
11 hourly rates. Thus, the wage statements do not provide accurate hourly rates for overtime and the
12 statements do not comply with Labor Code § 226(a)(9). Further, the wage statements given to
13 Class Members do not list the total hours and do not comply with Labor Code § 226(a)(2).
14 Further, the wage statements given to Class Members failed to accurately account for unpaid
15 wages and overtime because Defendants under-reported the actual hours worked by Class
16 Members due to off the clock work and unlawful rounding. Additionally, the wage statements
17 given to Class Members failed to accurately account for premium pay for deficiently provided
18 meal periods and rest breaks.

19 97. Throughout the liability period, Defendants intentionally failed to furnish to
20 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
21 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
22 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
23 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
24 the employee and only the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and address of the legal
26 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
28 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory

1 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
2 members with such timely and accurate wage and hour statements.

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

19 99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
20 are required "to pay each employee, on the established payday for the period involved, not less
21 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
22 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
23 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
24 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
25 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
26 IWC Wage Orders.

27 100. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
28 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the

1 Class suffered injuries, including among other things confusion over whether they received all
2 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
3 them to make mathematical computations to analyze whether the wages paid in fact compensated
4 them correctly for all hours worked.

5 101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
6 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
7 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
8 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
9 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
10 an award of costs and reasonable attorneys' fees.

11 **SIXTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 221**
13 **(Against All Defendants)**

14 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 103. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
17 receive from an employee any part of wages theretofore paid by said employer to said employee."
18 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
19 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
20 to do so.

21 104. Defendants unlawfully received and/or collected wages from the Employees in the
22 Class by requiring off the clock work, by miscalculating overtime, and not paying one hour of pay
23 at the regular rate of compensation for every meal and rest period violation endured by Plaintiff
24 and the other Class members, as alleged above. By not compensating Employees for all hours
25 worked Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

26 105. As a direct and proximate cause of the unauthorized deductions, Employees have
27 been damaged, in an amount to be determined at trial.

28 **SEVENTH CAUSE OF ACTION**

VIOLATION OF LABOR CODE § 204

(Against All Defendants)

106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

107. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

108. All wages due and owing to Plaintiff and the Class members, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, 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.

109. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer

1 hours than those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
3 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
4 penalties under paragraph 20 of the applicable IWC Wage Orders.

5 110. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
7 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
8 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
9 applicable IWC Wage Orders.

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 111. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 112. Plaintiff and numerous Class members are no longer employed by Defendants; they
16 either quit Defendants’ employ or were fired therefrom.

17 113. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two hours of resignation.

19 114. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty days from the date of separation from employment.

21 115. Defendants thus failed to pay Plaintiff and the Class members without abatement,
22 all wages as defined by applicable California law. Specifically, Class Members were not paid all
23 regular and overtime wages because Defendants failed to pay for all hours worked by requiring off
24 the clock work, and failed to incorporate non-discretionary bonuses and/or shift differentials into
25 the regular rate of pay used to calculate and pay for overtime compensation, sick pay, and meal
26 and rest break premiums. Additionally, Defendants failed to pay premium wages owed for
27 unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants’
28 failure to pay said wages within the required time was willful within the meaning of Labor Code §

1 203.

2 116. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
3 are required “to pay each employee, on the established payday for the period involved, not less
4 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
5 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
6 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
7 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
8 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
9 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
10 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
11 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
12 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
13 “violates...any provision of this chapter or any order or ruling of the commission.”

14 117. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
15 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
16 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
17 shall continue until paid for up to thirty (30) days from the date they were due.

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

20 **(Against All Defendants)**

21 118. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 119. California Labor Code § 1174 requires that all employers shall keep accurate time
24 and wage records for all employees. California Labor Code § 1174.5 further requires that any
25 employee suffering injury due to a willful violation of the aforementioned obligations may seek
26 damages, including civil penalties, from the employer.

27 120. During the course of Plaintiff’s and Employees’ employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as

1 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
2 premium pay as discussed above and failing to document and pay for actual hours worked.

3 121. Defendants are also required by the California Labor Code § 1198 and the
4 applicable Wage Order to maintain a tracking system that accurately records the times during
5 which Employees work.

6 122. Defendants have maintained a common unlawful policy and practice of failing to
7 accurately record all hours worked and all meal period start and end times and by adjusting or
8 otherwise rounding and shaving them down.

9 123. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
10 knew wages to be due but failed to pay them.

11 124. Accordingly, Defendants are liable for civil penalties pursuant to the California
12 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

15 **(Against All Defendants)**

16 125. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 126. Plaintiff is informed and believes and based thereon alleges that throughout the
19 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
20 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred
21 in responding to work communications from supervisors. Additionally, Plaintiff would purchase
22 her own supplies including games and activities for the clients as well as food and treats for the
23 clients. Plaintiff and the Class members must be reimbursed for these necessary business
24 expenses under Labor Code § 2802 and Defendants systematically failed to do so.

25 127. Defendants thus followed a uniform policy and practice of failing to reimburse
26 Employees for these necessary work-related expenses or losses incurred in direct discharge of
27 their job duties during employment with Defendants and at the direction of the Defendants
28 pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

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

129. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

(Against All Defendants)

130. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

131. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

132. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and

1 fraudulent in that Defendants' policy and practice failed to provide the required amount of
2 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
3 Class members for all hours worked, due to systematic business practices as alleged herein that
4 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
5 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
6 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
7 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

8 133. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
10 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
11 vigorously to enforce minimum labor standards, to ensure that employees are not required or
12 permitted to work under substandard and unlawful conditions, and to protect law-abiding
13 employers and their employees from competitors who lower costs to themselves by failing to
14 comply with minimum labor standards.

15 134. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
19 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 135. Defendants' conduct, as alleged above, constitutes unfair competition in violation
22 of the Business & Professions Code § 17200 *et seq.*

23 136. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
25 reasonable care should have known that their conduct was unlawful; therefore their conduct
26 violates the Business & Professions Code § 17200 *et seq.*

27 137. By the conduct alleged herein, Defendants have engaged and continue to engage in
28 a business practice which violates California and federal law, including but not limited to, the

1 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
2 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
3 should issue declaratory and other equitable relief pursuant to California Business & Professions
4 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
5 competition, including restitution of wages wrongfully withheld.

6 138. As a proximate result of the above-mentioned acts of Defendants, Employees have
7 been damaged, in a sum to be proven at trial.

8 139. Unless restrained by this Court Defendants will continue to engage in such
9 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
10 should make such orders or judgments, including the appointment of a receiver, as may be
11 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
12 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
13 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
14 have unlawfully failed to pay.

15 **TWELFTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **(Lab. Code §§ 2698, *et seq.*)**

18 140. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 141. During the applicable limitations period, Defendants have violated Labor Code §§
20 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 515, 558, 558.1,
21 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

22 142. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
23 **Error! Reference source not found.** and other current and former employees, to bring a
24 representative civil action to recover civil penalties pursuant to the procedures set forth in Labor
25 Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code

26
27 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
28 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 of Civil Procedure section 382.

2 143. Plaintiff, a former employee against whom Defendants committed one or more of
3 the alleged Labor Code violations during the applicable limitations period, is an aggrieved
4 employee within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as
5 a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
6 employees of Defendants within the state of California from one year prior to the date of this letter
7 and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to
8 herein as “Aggrieved Employees”)

9 144. Plaintiff has complied with the procedures for bringing suit specified in Labor
10 Code § 2699.3. On May 16, 2025, Notice was provided to the California Labor & Workforce
11 Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing
12 Plaintiff with any notice of an intent to investigate.

13 145. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
14 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 226.7,
15 226(a), 226.8, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 16 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 227.3, 246
17 1174, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee
18 per pay period for each initial violation and two hundred dollars (\$200) for
19 each employee per pay period for each subsequent violation (penalties set by
20 Labor Code § 2699(f)(2));
- 21 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
22 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 23 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
24 employee for each initial violation that was neither willful nor intentional,
25 two hundred dollars (\$200) for each employee, plus 25% of the amount
26 unlawfully withheld from each employee, for each initial violation that was
27 either willful or intentional, and two hundred dollars (\$200) for each
28 employee, plus twenty-five percent (25%) of the amount unlawfully withheld

1 from each employee, for each subsequent violation, regardless of whether the
2 subsequent violation was either willful or intentional (penalties set by Labor
3 Code § 210);

4 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
5 employee for each initial violation that was neither willful nor intentional,
6 two hundred dollars (\$200) for each employee, plus twenty-five percent
7 (25%) of the amount unlawfully withheld from each employee, for each
8 initial violation that was either willful or intentional, and two hundred dollars
9 (\$200) for each employee, plus twenty-five percent (25%) of the amount
10 unlawfully withheld from each employee, for each subsequent violation,
11 regardless of whether the subsequent violation was either willful or
12 intentional (penalties set by Labor Code § 225.5);

13 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
14 citation, two hundred and fifty dollars (\$250) for each employee for each
15 violation. Alternatively, if an initial citation or its equivalent occurred before
16 the filing of this action, one thousand dollars (\$1,000) for each employee for
17 each violation (penalties set by Labor Code § 226.3);

18 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
19 employee for each initial pay period for which the employee was underpaid,
20 and one hundred dollars (\$100) for each employee for each subsequent pay
21 period for which the employee was underpaid (penalties set by Labor Code §
22 558);

23 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
24 aggrieved employee for each initial violation of Labor Code § 1197 that was
25 intentional and two hundred and fifty dollars (\$250) for each aggrieved
26 employee per pay period for each subsequent violation of Labor Code § 1197,
27 regardless of whether the initial violation was intentional (penalties set by
28 Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were

1 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

2 12. For penalties pursuant to Labor Code § 1174.5, as may be proven;

3 13. For damages and restitution for failure to reimburse all reasonable and necessary
4 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

5 14. For restitution for unfair competition pursuant to Business & Professions Code
6 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

7 15. For an order enjoining Defendants and their agents, servants, and employees, and
8 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
9 duties adumbrated in this Complaint;

10 16. For other wages and penalties under the Labor Code as may be proven;

11 17. For all general, special, and incidental damages as may be proven;

12 18. For statutory penalties, as may be proven;

13 19. For civil penalties, as may be proven;

14 20. For an award of pre-judgment and post-judgment interest;

15 21. For an award providing for the payment of the costs of this suit;

16 22. For an award of attorneys' fees; and

17 23. For such other and further relief as this Court may deem proper and just.

18
19 DATED: July 22, 2025

D.LAW, INC.

20 By: 

Emil Davtyan

David Yeremian

Natalie Haritoonian

Rose Sorial

Attorneys for Plaintiff

21 DEANNA CHRISTINA CARRERAS,

22 and the putative class
23
24
25
26
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of herself, and all other similarly situated, and the general public,
3 hereby demands trial of her claims by jury to the extent authorized by law.

4
5 DATED: July 22, 2025

D.LAW, INC.

6
7 By: 
8 Emil Davtyan
9 David Yeremian
10 Natalie Haritounian
11 Rose Sorial
12 Attorneys for Plaintiff
13 DEANNA CHRISTINA CARRERAS, and
14 the putative class
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Ste 840, Glendale, CA 91203.

VASINDA INVESTMENTS, INC.

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Bakersfield, CA 93309

Mary Vasinda, Registered Agent

5251 Office Park Drive, Suite 400

Bakersfield, CA 93309

☒ (BY MAIL) I placed such envelope with postage thereon fully paid in the United States

1 mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and
2 processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day
3 in the ordinary course of business. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of
deposit for mailing in affidavit.

4 **[X] (ONLY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the
5 documents and any and all documents and emailing them to email addresses above transmission.

6 **[X] (STATE)** I certify (or declare) under penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

7 **[] (FEDERAL)** I declare that I am employed in the office of a member of the State Bar of
8 this Court at whose direction the service was made. I declare under penalty of perjury
9 under the laws of the United States of America that the above is true and correct.

10 Executed on July 22, 2025, at Glendale, California.

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12 _____
13 Silvia Pimentel
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