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16 Attorneys for Plaintiff CHRISTINA JOY MANOS,  
17 on behalf of the general public as private attorney general.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF SONOMA**

20 CHRISTINA JOY MANOS, on behalf of the  
21 general public as private attorney general,

22 Plaintiff,

23 v.

24 NORCAL HEALTHCONNECT, LLC; and  
25 DOES 1-50, inclusive,

26 Defendants.

CASE NO.:

**PROPOSED PAGA REPRESENTATIVE  
ACTION COMPLAINT PURSUANT TO  
THE PRIVATE ATTORNEYS GENERAL  
ACT (Labor Code §§ 2698 et seq).**

1 Plaintiff CHRISTINA JOY MANOS (“Plaintiff”), on behalf the general public and all non-  
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private  
3 attorney general, asserts claims against NORCAL HEALTHCONNECT, LLC; and DOES 1-50,  
4 inclusive, (“Defendants”) as follows:

## 5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys  
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved  
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private  
9 attorney general and all other current and former aggrieved employees, to recover civil penalties  
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.  
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a)  
13 failure to pay wages including overtime; (b) failure to provide meal periods for every work period  
14 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of  
15 pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to  
16 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an  
17 additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest  
18 period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide  
19 accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g)  
20 failure to pay vested vacation pay at separation; and (h) failing to pay reporting time pay. As a  
21 result, Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as  
22 private attorney general and all other aggrieved employees.

## 23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to  
25 California Constitution Article VI, Section 10, which grants the Superior Court “original  
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under  
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally  
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the  
3 California Courts consistent with traditional notions of fair play and substantial justice.

4         5.       Venue as to each Defendant is proper in this judicial district pursuant to Code of  
5 Civil Procedure section 395. Defendants are doing business throughout California, including but  
6 not limited to Santa Clara County, and each Defendant is within the jurisdiction of this Court for  
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and  
8 all other aggrieved employees within the State of California. Defendants employ numerous  
9 aggrieved employees in in the State of California.

10       6.       On information and belief, Defendants have conducted business within the State of  
11 California during the purported liability period and continue to conduct business throughout the  
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the  
13 similarly situated non-exempt aggrieved employees within California.

14       7.       The California Superior Court also has jurisdiction in this matter because on  
15 information and belief there are no federal questions at issue, as the issues herein are based solely  
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the  
17 California Code of Civil Procedure, the California Civil Code, and the California Business and  
18 Professions Code.

19       8.       On information and belief, during the statutory liability period and continuing to  
20 the present (“liability period”), Defendant consistently maintained and enforced against  
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices  
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including  
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)  
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an  
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for  
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or  
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay  
28 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

1 statements; (f) failing to indemnify necessary business expenses; (g) failure to pay vested vacation  
2 pay at separation; and (h) failing to pay reporting time pay.

3 9. Plaintiff on behalf of the general public as private attorney general and all other  
4 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations  
5 enumerated under 2699.5 as follows: sections 201-203, 212, 213, 221, 510, 512, 558, 224, 226,  
6 226.3, 226.7, 227.3, 246, 300, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking  
7 penalties, interest, attorneys' fees and costs.

### 8 **III. PARTIES**

#### 9 **A. Plaintiff**

10 10. Plaintiff, CHRISTINA JOY MANOS was, at all times relevant to this action, a  
11 resident of California. Plaintiff was employed by Defendants in approximately January 2020 and  
12 resigned in June of 2020 and was rehired in September 9, 2024 as a Non-Exempt Employee with  
13 the title of Registered Nurse and worked during the liability period for Defendants until Plaintiff's  
14 separation from Defendants' employ in approximately November 4, 2024. Plaintiff's duties  
15 included but were not limited to: caring for ill patients.

16 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were  
17 regularly required to and subsequently suffered:

18 a) perform work subject to the control of the employer without being compensated all  
19 wages including overtime and minimum wages, all in violation of California labor laws,  
20 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

21 b) work without being permitted or authorized a minimum ten-minute rest period for  
22 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his  
23 regular rate of compensation for each workday that a rest period was not provided, all in  
24 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage  
25 Orders ("IWC");

26 c) work in excess of five and ten hours per day without being provided meal periods  
27 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that  
28 a meal period was not provided, all in violation of California labor laws, regulations, and the

1 Industrial Welfare Commission Wage Orders (“IWC”);

2 d) not provided accurate itemized wage statements;

3 e) not timely paid wages;

4 f) not paid vested vacation pay at separation;

5 g) not paid reporting time pay;

6 h) not reimbursed necessary business expenses; and

7 i) conducting and engaging in unfair business practices.

8 12. On information and belief, Defendants willfully failed to pay all earned wages in  
9 the form regular wages, minimum wages, overtime wages, vacation pay, reporting time pay, and  
10 meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees;  
11 nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from  
12 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor  
13 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other  
14 aggrieved employees.

15 **B. Defendants**

16 13. Defendant NORCAL HEALTHCONNECT, LLC operates as a hospital  
17 businesses. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or  
18 have worked for Defendants over the last year.

19 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,  
20 relationships and extent of participation in the conduct alleged herein, of the defendants sued as  
21 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are  
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by  
23 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are  
24 ascertained.

25 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly  
26 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved  
27 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is  
28 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this

1 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in  
2 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other  
3 defendants.

#### 4 **IV. GENERAL ALLEGATIONS**

5 16. At all times set forth herein, Defendants employed Plaintiff and other persons in the  
6 capacity of non-exempt positions, however titled, throughout the state of California.

7 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent  
8 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing  
9 rules and regulations of the IWC California Wage Orders.

10 18. Defendants continue to employ Non-Exempt Employees, however titled, in  
11 California and implement a uniform set of policies and practices to all non-exempt employees, as  
12 they were all engaged in the job duties related to Defendant's hospital businesses.

13 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and  
14 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge  
15 of the requirements of California's wage and employment laws.

16 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved  
17 Employees are citizens of the state of California.

18 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved  
19 Employees based upon an hourly rate.

20 22. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period  
21 as required by law.

22 23. Plaintiff and the Aggrieved Employees were regularly required to work shifts in  
23 excess of five hours without being provided a lawful meal period and over ten hours in a day  
24 without being provided a second lawful meal period as required by law.

25 24. Plaintiff's meal periods were often taken unreasonably late and/or were interrupted  
26 by work demands and duties.

27 25. Plaintiff and Class Members were also prohibited from leaving the premises during  
28 meal periods.

1           26.     Indeed, during the relevant time, as a consequence of Defendants' staffing and  
2 scheduling practices, work demands, and Defendants' policies and practices, Defendants  
3 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant  
4 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

5           27.     Similarly, as a consequence of Defendants' staffing and scheduling practices, work  
6 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff  
7 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as  
8 required by law.

9           28.     On information and belief, Plaintiff and Aggrieved Employees did not waive their  
10 rights to meal periods under the law.

11          29.     Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty  
12 meal periods.

13          30.     Despite the above-mentioned meal period violations, Defendants failed to  
14 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,  
15 one additional hour of pay at their regular rate as required by California law when meal periods  
16 were not timely or lawfully provided in a compliant manner.

17          31.     Plaintiff are informed and believe, and thereon alleges, that Defendants know,  
18 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees  
19 were entitled to receive premium wages based on their regular rate of pay under Labor Code  
20 §226.7 but were not receiving such compensation.

21          32.     In addition, during the relevant time frame, Plaintiff and the Non-Exempt  
22 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest  
23 period for every four hours worked or major fraction thereof, including third rest breaks which is a  
24 violation of the Labor Code and IWC wage order.

25          1.       Defendants maintained and enforced scheduling practices, policies, and imposed  
26 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,  
27 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such  
28 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to

1 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.  
2 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest  
3 breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above  
4 work days. In fact, Plaintiff worked 10-12 hour shifts on a weekly basis, and thus, she was entitled  
5 to three (3) rest periods, but received none. If Plaintiff needed to leave or take a break,  
6 management had to come relieve her as she worked alone in the ICU.

7 33. Despite the above-mentioned rest period violations, Defendants did not compensate  
8 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of  
9 pay at their regular rate as required by California law, including Labor Code section 226.7 and the  
10 applicable IWC wage order, for each day on which lawful rest periods were not authorized and  
11 permitted.

12 34. On information and belief, Defendants also required Plaintiffs and Aggrieved  
13 Employees to work off the clock. For instance, Plaintiff and Class Members would conduct pre-  
14 shift activities prior to clocking in, such as assisting patients or family members. This off the clock  
15 work would take approximately five to eight minutes.

16 35. Plaintiff is informed and believes that Plaintiff and Class Members were not  
17 compensated for all time worked as Plaintiff and Class Members conducted off-the-clock work for  
18 post shift activities. For instance, Plaintiff was required to do off-the-clock work such as charting  
19 notes, submitting paperwork to HR, and meeting with the Director of Nursing for approximately  
20 4.5 hours after clocking-out. Plaintiff was told by the Director of Nursing that she needed to clock  
21 out and the meeting time was on her "own time."

22 36. Plaintiff is informed and believes that Plaintiff and Class Members were not  
23 compensated for all time worked as Plaintiff and Class Members conducted off-the-clock work  
24 because Plaintiff and Class Members were required to use their personal cell phones on and off-  
25 the-clock to clock-in and out and communicate with coworkers and supervisors via text message  
26 and cell phone. Plaintiff spoke to her supervisor on her personal cell phone approximately 15-20  
27 minutes per day.

28 37. On information and belief, during the relevant time frame, Defendants failed to



1 adequately reimburse Plaintiffs and Class Members for business expenditures incurred for the cost  
2 of uniforms. Defendants required Plaintiff and Class Members to wear uniforms, but Plaintiff had  
3 to pay for the uniform out of pocket. Additionally, Plaintiff had to launder and maintain the  
4 uniform out of pocket. Such business expenditures incurred were incurred in direct consequence of  
5 Plaintiff's and Class Members' duties pursuant to Labor Code § 2802.

6       38. On information and belief, during the relevant time frame, Defendants failed to  
7 adequately reimburse Plaintiffs and Aggrieved Employees for the use of their personal cell phones  
8 for work-related activity.

9       39. Additionally, on information and belief, during the relevant time frame, Defendants  
10 failed to adequately reimburse Plaintiffs and Class Members for business expenditures incurred  
11 for the purchase of tools, equipment, and protective gear. For instance, Plaintiff and Class  
12 Members were required to purchase and bring their own stethoscope, hemostat, and pen light, all  
13 necessary to conduct her job. Defendants failed to reimburse Plaintiff for these necessary business  
14 expenses for tools required to carry out her job duties.

15       40. Defendants failed to pay Reporting Time Pay as required by law. For instance,  
16 Plaintiffs and Aggrieved Employees would be sent home early within the first 2 hours into their  
17 regularly scheduled shifts due to the ICU not having patients at the time. Defendants failed to pay  
18 Plaintiff and Aggrieved Employees for half of their scheduled shifts as required by law.

19       41. Defendants failed to pay vacation payout at separation as Plaintiff did not use all  
20 her accrued PTO days before her separation from Defendants. Despite paystubs reflecting a  
21 balance of 2.41 hours of available PTO, Plaintiff did not receive any vacation payout at  
22 termination.

23       42. Defendants also failed to provide accurate, lawful itemized wage statements to  
24 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In  
25 addition, upon information and belief, Defendants omitted an accurate itemization of total hours  
26 worked, including premiums due and owing for meal and rest period violations, overtime pay,  
27 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In  
28 addition, upon information and belief, Defendants omitted an accurate itemization of the

1 premiums due and owing for meal and rest period violations from Plaintiff and the Aggrieved  
2 Employees' wage statements.

3 43. Specifically, there is no separate total hours worked listed on paystubs despite  
4 listing various shift differentials. Plaintiff received a shift differential for working evenings. The  
5 shift differential appears to be included in the overtime rate. In addition, upon information and  
6 belief, Defendants omitted an accurate itemization of the premiums due and owing for meal and  
7 rest period violations from Plaintiff and the Class Members' wage statements.

8 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
9 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours  
10 thereof for resignations without prior notice as the case may be) they had a duty to accurately  
11 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,  
12 meal and rest period premiums, and that Defendants had the financial ability to pay such  
13 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part  
14 because of the above-specified violations.

15 45. Upon information and belief, Defendants knew and or should have known that it is  
16 improper to implement policies and commit unlawful acts such as:

17 (a) requiring employees to work four (4) hours or a major fraction thereof without  
18 being provided a minimum ten (10) minute rest period and without compensating the employees  
19 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a  
20 rest period was not provided;

21 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day  
22 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,  
23 and without compensating employees with one (1) hour of pay at the regular rate of compensation  
24 for each workday that such a meal period was not provided;

25 (c) failing to pay overtime and minimum wages;

26 (d) failing to provide accurate itemized wage statements;

27 (e) failing to timely pay Plaintiff and Aggrieved Employees;

28 (f) failing to pay reporting time pay;

- (g) failing to pay out vested vacation pay;
- (h) failing to reimburse necessary business expenses; and
- (i) conducting and engaging in unfair business practices.

46. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

#### **REPRESENTATIVE CLAIMS**

##### **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

47. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

48. On May 19, 2025, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

49. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

50. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,

1 including without limitation Labor Code section 201-203, 221, 510, 512, 558, 224, 226, 226.3,  
2 226.7, 227.3, 246, 300, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*,  
3 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

4 51. At all times relevant, Plaintiff and all other aggrieved employees regularly  
5 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and  
6 rest break requirements of the applicable IWC wage order and the Labor Code.

7 52. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to  
8 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and  
9 aggrieved Employees to work off-the-clock as outlined above.

10 53. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay  
11 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and  
12 other forms of remuneration as described above into the regular rate of pay for overtime  
13 calculation purposes. Defendants further failed to accurately pay overtime wages due to  
14 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.  
15 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt  
16 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week  
17 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one  
18 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day  
19 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for  
20 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the  
21 seventh day of work in a particular work week.

22 54. Defendants failed to provide Plaintiff and all other aggrieved employees  
23 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented  
24 and enforced policies of on duty meal period practices which required employees to work during  
25 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior  
26 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,  
27 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at  
28 time of trial.

1        55. Plaintiff, and on information and belief, all aggrieved employees, were  
2 systematically not permitted or authorized to take ten minute rest periods for every four hours  
3 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.  
4 Plaintiff and on information and belief, aggrieved employees, were not compensated with one  
5 hour of wages for every day in which a rest period was missed or untimely as a result of  
6 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute  
7 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt  
8 Employees, and by failing to provide compensation for such non-provided or shortened rest  
9 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections  
10 226.7, 512 and the applicable IWC Wage Order.

11        56. Defendants also willfully violated Labor Code sections 201-203 by failing to  
12 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require  
13 Defendants to pay their employees all wages due either at time of firing, or within seventy-two  
14 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an  
15 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay  
16 the subject employee's wages until the back wages are paid in full or an action is commenced.  
17 The penalty cannot exceed 30 days of wages.

18        57. Plaintiff and all other aggrieved employees who were separated from employment  
19 are entitled to compensation for all forms of wages earned, including but not limited to  
20 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date  
21 have not received such compensation, therefore entitling them to penalties under PAGA for  
22 violations of Labor Code sections 201-203.

23        58. On information and belief, Defendants willfully failed to pay all wages due and  
24 owing upon separation from employment. These wages include but are not limited to regular and  
25 overtime wages, and meal and rest period premiums.

26        59. On information and belief, Defendants willfully failed to pay all wages due and  
27 owing upon separation from employment. These wages include minimum and overtime wages.

28        60. On information and belief, Defendants failed to provide accurate itemized wage

1 statements which failed to include the rate of pay and total hours worked per pay period, failed to  
2 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful  
3 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant  
4 to Labor Code section 226(a).

5         61. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay  
6 and the hours for which they worked for any given pay period.

7         62. Defendants have failed to accurately record all time worked.

8         63. Defendants have also failed to accurately record the meal and rest period premiums  
9 owed and all wages owed per pay period.

10        64. Plaintiff and aggrieved Employees have been injured as they were unable to  
11 determine whether they had been paid correctly for all hours worked per pay period among other  
12 things.

13        65. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)  
14 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
15 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee  
16 for each violation in a subsequent citation, for which the employer fails to provide the employee a  
17 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

18        66. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved  
19 Employees for business expenses incurred as described above. Labor Code § 2802 requires  
20 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in  
21 direct consequences of the discharge of his or her duties. Despite these realities of the job,  
22 Defendants failed to provide reimbursements.

23        67. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or  
24 implied, made by any employee to waive the benefits of this article or any part thereof is null and  
25 void, and this article shall not deprive any employee or his or her personal representative of any  
26 right or remedy to which he is entitled under the laws of this State.

27        68. Labor Code section 1197 makes it unlawful to pay an employee less than the  
28 minimum wage as established by the Industrial Welfare Commission.

69. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

a. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

b. In relevant part, Section 5 of the applicable wage order provides:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

c. Defendants failed to pay reporting time wages. In particular, Plaintiff and the Aggrieved Employees were forced to report to work and were furnished with less than half the employee's usual or scheduled day's work.

70. In fact, Plaintiff and Aggrieved Employees reported to work at Defendant's direction, and then were sent home – without the legal compensation. By failure to pay hourly wages for reporting time, Defendants willfully violated Labor Code sections 1194, 1197, 1198, and IWC Wage Orders 1.

71. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

72. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

73. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et seq.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 1           1.     For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 2           2.     For reasonable attorneys' fees and costs; and
- 3           3.     For such other and further relief as the Court deems proper.
- 4
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6     Dated: May 19, 2025

JAMES HAWKINS APLC

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8           By: \_\_\_\_\_

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