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Attorneys for Plaintiff RENEE MAOZ
As an individual on behalf of herself and
on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RENEE MAOZ, as an individual on behalf
of herself and on behalf of all others
similarly situated,

Plaintiff,

v.

DLV VISION MANAGEMENT, LLC, a
California limited liability company; DLV
VISION ASC, LLC, a California limited
liability company; PAUL J.
DOUGHERTY, M.D., INC., a California
corporation; ADV VISION, LLC; a
Delaware Limited Liability Company; and
DOES 1-100, inclusive,

Defendants.

Case No.: 22STCV33937

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

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Failure to Furnish Accurate Itemized Wage Statements**
- 6. Failure to Provide and/or Properly Pay Sick Leave**
- 7. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 8. Failure to Reimburse Business Expenses**
- 9. Unfair Competition and**
- 10. Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

03/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Miro Deputy

1 Plaintiff, RENEE MAOZ (“PLAINTIFF”), an individual on behalf of herself and all other
2 similarly situated Class Members (as defined below) and Aggrieved Employees (as defined below),
3 hereby files this First Amended Complaint against Defendants DLV VISION MANAGEMENT,
4 LLC, a California limited liability company; DLV VISION ASC, LLC, a California limited liability
5 company; PAUL J. DOUGHERTY, M.D., INC., a California corporation; ADV VISION, LLC; a
6 Delaware Limited Liability Company; and DOES 1-100, inclusive, (collectively referred to herein
7 as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

8 **JURISDICTION AND VENUE**

9 1. This court possesses original subject matter jurisdiction over this matter. Venue is
10 proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5
11 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed
12 PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by
13 PLAINTIFF herein occurred in this this judicial district. See also *Crestwood Behavioral Health,*
14 *Inc. v. Superior Court* (2021) 60 Cal. App. 5th 1069 (venue in a PAGA action is proper in any
15 county where the defendants committed Labor Code violations against some of its employees).
16 Venue is also proper pursuant to section 393 of the California Code of Civil Procedure because the
17 cause, or some part of the cause, arose in the County of Los Angeles.

18 **THE PARTIES**

19 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
20 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
21 in the State of California as a non-exempt employee from in or around April 5, 2022, to the present.

22 3. PLAINTIFF worked for DEFENDANTS as patient counselor and/or similar title out
23 of a couple of DEFENDANTS’ California locations, including but not limited to, two of
24 DEFENDANTS’ facilities located in Westlake Village and Simi Valley.

25 4. DEFENDANTS are either a California limited liability company and/or a California
26 corporation and/or a Delaware Limited Liability Company that, at all relevant times, were
27 authorized to do business within the State of California and are doing business in the State of
28 California.

5. DEFENDANTS own, operate, or otherwise manage vision correction procedure and surgery centers, with multiple facilities located throughout Los Angeles and Ventura counties, in California, including but not limited to, facilities located in Westlake Village and Simi Valley, where DEFENDANTS assigned PLAINTIFF to work during the relevant period.

6. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

7. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

8. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services

1 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
2 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
3 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
4 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
5 California, applying a less stringent standard to what constitutes sufficient control by a business
6 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
7 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
8 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
9 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
10 employment,” *Id.* at 875 [emphasis added].

11 9. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
12 Members (defined below) were jointly employed by DEFENDANTS for purposes of the Wage
13 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court
14 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,
15 hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees;
16 (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for
17 them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

18 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
19 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
20 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
21 across all of their locations/facilities and subjected all of the Class Members and Aggrieved
22 Employees to these same policies and practices regardless of the location(s) where they worked.
23 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
24 and financial control, in DEFENDANTS’ companies, (2) DEFENDANTS utilize common
25 management, who have control over the day-to-day operations and employment matters, including
26 the power to hire and fire, set schedules, issue employee policies, and determine rates of
27 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
28 procedures for all California employees, including issuing the same employee handbooks and other

1 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
2 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

3 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
4 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
5 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
6 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class
7 Members and Aggrieved Employees' wages, hours and working conditions, and/or suffered or
8 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
9 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.
10 For example, DEFENDANTS, and each of them, maintain the same principal office (4353 Park
11 Terrace Drive, Suite 150 Westlake Village, CA 91361) and same California registered corporate
12 Agent for Service of Process.

13 12. As such, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies,
14 practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices,
15 meal and rest periods, reimbursement of business expenses and other working conditions that were
16 distributed to, and/or applied to PLAINTIFF and the Class Members and Aggrieved Employees,
17 and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF
18 and the Class Members and Aggrieved Employees in a uniform manner. DEFENDANTS
19 collectively represented to PLAINTIFF and the Class Members and Aggrieved Employees that each
20 was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the
21 right to terminate PLAINTIFF's and Class Members and Aggrieved Employees' employment with
22 or without cause. Upon information and belief, DEFENDANTS further collectively represented to
23 PLAINTIFF and Class Members and Aggrieved Employees in writing the details of their
24 compensation, and the manner in which they were to take meal and rest periods, the procedures
25 required by DEFENDANTS collectively for recordation of hours worked and the policies applicable
26 to PLAINTIFF and Class Members and Aggrieved Employees by which DEFENDANTS
27 collectively would evaluate the wage rates of PLAINTIFF and Class Members and Aggrieved
28 Employees.

13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Class Members and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Class Members and Aggrieved Employees.

CLASS ALLEGATIONS

15. PLAINTIFF brings this action on behalf of herself, and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to represent are defined as follows and referred to as the “Class” or “Class Members”:

All current and former non-exempt employees that worked either directly or via a staffing agency for DEFENDANTS at any location in California at any time within the four years and 178 days prior to the filing of the initial Complaint (“Class Period”).¹

a. Numerosity. While the exact number of Class Members is unknown to PLAINTIFF at this time, the Class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. PLAINTIFF is informed and believes the Class consists of at least 100 individuals.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether DEFENDANTS understated hours worked and failed to pay all amounts due to PLAINTIFF and the Class Members for wages earned, including minimum

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

1 wages, under California law; (2) whether DEFENDANTS provided
2 PLAINTIFF and the Class Members with all meal periods or premium payments
3 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
4 provided PLAINTIFF and the Class Members with all rest periods or premium
5 payments in lieu thereof, in compliance with California law; (4) whether
6 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
7 itemized wage statements in compliance with California law, displaying,
8 including but not limited to, the total hours worked during the pay period; (5)
9 whether DEFENDANTS failed to reimburse PLAINTIFF and the Class
10 Members for all business expenses; and (6) whether DEFENDANTS violated
11 California Business and Professions Code sections 17200, *et seq.*

12 c. Ascertainable Class. The proposed Class is ascertainable as members can be
13 identified and located using information in DEFENDANTS' business, payroll
14 and personnel records.

15 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
16 PLAINTIFF suffered a similar injury as members of the Class as a result of
17 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
18 and pay all owed minimum wages, failure to provide proper meal periods and
19 rest periods or premium compensation in lieu thereof, failure to provide accurate
20 wage statements, and failure to reimburse business expenses.

21 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
22 Class Members. PLAINTIFF has no interests adverse to the interests of the other
23 Class Members. Counsel who represent PLAINTIFF are competent and
24 experienced in litigating similar class action cases and are California lawyers in
25 good standing. Counsel for PLAINTIFF have the experience and resources to
26 vigorously prosecute this case.

27 f. Superiority. A class action is superior to other available means for the fair and
28 efficient adjudication of this controversy since individual joinder of all members

1 of the class is impractical. Class action treatment will permit a large number of
2 similarly situated persons to prosecute their common claims in a single forum
3 simultaneously, efficiently, and without the unnecessary duplication of effort
4 and expense that numerous individual actions would engender. Furthermore, as
5 the damages suffered by each individual member of the Class may be relatively
6 small, the expenses and burden of individual litigation would make it difficult
7 or impossible for individual members of the Class to redress the wrongs done to
8 them, while an important public interest will be served by addressing the matter
9 as a class action. The cost to the court system of adjudication of such
10 individualized litigation would be substantial. Individualized litigation would
11 also present the potential for inconsistent or contradictory judgments. Finally,
12 the alternative of filing a claim with the California Labor Commissioner is not
13 superior, given the lack of discovery in such proceedings, the fact that there are
14 fewer available remedies, and the losing party has the right to a trial de novo in
15 the Superior Court.

16 **FACTUAL AND LEGAL ALLEGATIONS**

17 16. During the relevant period, PLAINTIFF, and each of the Class Members and
18 Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced
19 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
20 Employees, and suffered and/or permitted them to work.

21 17. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee.
22 PLAINTIFF worked for DEFENDANTS out of a couple of DEFENDANTS' locations, including
23 but not limited to, two of DEFENDANTS' facilities located in Westlake Village and Simi Valley,
24 as a patient counselor and/or similar title from in or around April 5, 2022 through on or about June
25 14, 2022, when DEFENDANTS removed PLAINTIFF from the in-facility work schedules after she
26 reported her pregnancy to DEFENDANTS. PLAINTIFF currently works remotely from home when
27 assigned by DEFENDANTS. PLAINTIFF regularly worked at least six (6) hours per day, at least
28 three (3) days per week.

1 18. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
2 hourly basis for time counted by DEFENDANTS as hours worked.

3 19. **Unpaid Wages.** DEFENDANTS failed to compensate PLAINTIFF and Class
4 Members and Aggrieved Employees for all hours worked, resulting in the underpayment of
5 minimum wages. DEFENDANTS failed to compensate PLAINTIFF and Class Members and
6 Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and
7 time rounding policies, and failure to relieve employees of all duties/employer control during unpaid
8 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
9 below.

10 20. Based on information and belief, DEFENDANTS implemented a policy and/or
11 practice of rounding meal period start and end times and/or automatically deducting at least thirty
12 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
13 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS'
14 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
15 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

16 21. Based on information and belief, Class Members and Aggrieved Employees were
17 not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to
18 scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies
19 and/or practices.

20 22. For example, based on information and belief, prior to beginning a scheduled shift,
21 PLAINTIFF and other Class Members and Aggrieved Employees were required to start and/or boot
22 DEFENDANTS' computer system so as to have the system running at the start of the scheduled
23 shift. It was only after this daily off-the-clock boot/start-up time that PLAINTIFF and other Class
24 Members and Aggrieved Employees could then access the software application required to clock in
25 for the start of their shifts. As such, Class Members and Aggrieved Employees spent up to at least
26 five (5) minutes before each scheduled shift starting and/or booting DEFENDANTS' computer
27 system in order to clock in and begin his shift. This pre-shift work was off-the-clock and
28 uncompensated resulting in unpaid minimum wages. Based on information and belief, Class

1 Members and Aggrieved Employees experienced the same issues when clocking back in for meal
2 periods, resulting in additional off-the-clock work. This time spent under DEFENDANTS' control
3 was not recorded and not compensated and resulted in unpaid minimum wages.

4 23. Based on information and belief, PLAINTIFF and other Class Members and
5 Aggrieved Employees were also pressured to complete at least some of their work tasks off-the-
6 clock in order to meet DEFENDANTS' goals and expectations. For example, at times, PLAINTIFF
7 performed off-the-clock work in the form of completing DEFENDANTS-required research,
8 reviewing various policy documents, watching training videos and/or completing continuing
9 education courses, and/or completing other work tasks off-the-clock to meet DEFENDANTS'
10 demands.

11 24. Based on information and belief, DEFENDANTS failed to compensate Class
12 Members and Aggrieved Employees for time they were required to spend completing training and
13 certification and/or the onboarding process. Based on information and belief, DEFENDANTS
14 required PLAINTIFF and other Class Members and Aggrieved Employees to review and sign
15 various types of policies and documents, including but not limited to, company policies,
16 employment agreements, confidentiality/trade secret policies, among other documents, but they
17 were not paid for all time spent reviewing and/or completing certification as directed by
18 DEFENDANTS. Based on information and belief, DEFENDANTS had and continues to have a
19 uniform policy and practice of requiring Class Members and Aggrieved Employees to complete
20 mandatory off-the-clock administrative tasks, onboarding, training, certification, and/or other tasks
21 without compensating for all hours worked, resulting in the underpayment of wages owed to Class
22 Members and Aggrieved Employees.

23 25. Based on information and belief, PLAINTIFF and other Class Members and
24 Aggrieved Employees were also required to complete off-the-clock work outside of scheduled shifts
25 due to work-related phone calls and/or messages they received to their personal phones/mobile
26 devices and were required to respond to, including but not limited to, communications from co-
27 workers / staff members, patients, providers and/or supervisors, resulting in significant off-the-clock
28 work.

1 26. Based on further information and belief, DEFENDANTS' computer employee time-
2 keeping system and /or app, regularly malfunctioned such that PLAINTIFF and other Class
3 Members and Aggrieved Employees were frequently required to either reinitiate the system prior to
4 being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock
5 back in from meal periods, resulting in consistent off-the-clock work and the underpayment of
6 wages owed to PLAINTIFF and other Class Members and Aggrieved Employees. For example,
7 PLAINTIFF reports spending at least one hour at least once per week reinitiating, contacting human
8 resources or customer support and/or otherwise troubleshooting DEFENDANTS' timekeeping
9 system(s) so that she could clock in and out for her shifts. This time spent under DEFENDANTS'
10 control was not recorded and not compensated and resulted in unpaid wages, including, unpaid
11 minimum wages.

12 27. Based on information and belief, DEFENDANTS had and has a continuous policy
13 and practice of requiring Class Members and Aggrieved Employees to travel between
14 DEFENDANTS' facility locations without compensating Class Members and Aggrieved
15 Employees for the travel time. For example, based on information and belief, due to frequent
16 scheduling issues and/or understaffing, Class Members and Aggrieved Employees were often
17 required after working at their scheduled facility location to cover a shift at another of
18 DEFENDANTS' clinics/facilities but were not compensated for the time spent driving to the second
19 clinic/facility, resulting in the underpayment of wages owed to Class Members and Aggrieved
20 Employees.

21 28. Based on information and belief, DEFENDANTS failed to pay Class Members and
22 Aggrieved Employees for time they were required to spend completing orientation, policy
23 questionnaires, and/or time spent completing the onboarding process including but not limited to
24 reviewing various documents and policies provided by DEFEDANTS. Based on information and
25 belief, this work time was completed off-the-clock and was not compensated.

26 29. Based on further information and belief, DEFENDANTS implemented a time-
27 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
28 Aggrieved Employees of compensable time because the time-rounding system implemented by

1 DEFENDANTS would almost always, if not always, result in understating actual compensable work
2 time.

3 30. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
4 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
5 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
6 minimum wages owed to PLAINTIFF.

7 31. Based on information and belief, DEFENDANTS had actual and/or constructive
8 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
9 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
10 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
11 Employees, in violation of California's minimum wage laws.

12 32. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
13 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
14 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
15 Employees would not receive legally compliant thirty (30) minute first (and second) meal periods.
16 Based on information and belief, Class Members and Aggrieved Employees were consistently
17 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
18 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due
19 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
20 pressuring them to take non-compliant meal periods or skip meal periods completely. For example,
21 at times, PLAINTIFF worked more than five- and one-half hours in a workday but was not provided
22 with any meal period. On information and belief, Class Members and Aggrieved Employees were
23 consistently forced to take shortened and/or interrupted meal periods due to work-related phone
24 calls/messages they were required to respond to during unpaid, purportedly off-duty meal periods.

25 33. Based on information and belief, other Class Members and Aggrieved Employees
26 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
27 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
28 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job

1 duties, and/or the need to meet DEFENDANTS' goals and expectations.

2 34. Based on information and belief, DEFENDANTS implemented policies and/or
3 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
4 DEFENDANTS' control during unpaid meal periods.

5 35. Based on information and belief, DEFENDANTS required Class Members and
6 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
7 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
8 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
9 unaccounted pre-shift off-the-clock work.

10 36. Based on information and belief, despite DEFENDANTS' failure to provide lawful
11 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
12 times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods and/or
13 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
14 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
15 Members and Aggrieved Employees did not receive lawful meal periods.

16 37. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
17 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
18 compliant thirty (30) minute second meal period.

19 38. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
20 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
21 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
22 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

23 39. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
24 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved
25 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
26 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
27 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
28 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th

1 58.

2 40. Based on information and belief, DEFENDANTS had actual and/or constructive
3 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
4 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
5 Employees, in violation of California's meal period laws.

6 41. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
7 Employees, an additional hour of wages at their respective regular rates of compensation for each
8 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
9 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
10 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
11 but not limited to, bonuses/incentive pay, commissions, shift differential pay and/or other non-
12 discretionary compensation into the regular rate or compensation for purposes of calculating the
13 owed meal period premium.

14 42. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
15 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
16 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
17 are provided in the middle of the work period, as required by law.

18 43. PLAINTIFF and other Class Members and Aggrieved Employees were not
19 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
20 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
21 nor instruction as to the taking of duty-free rest periods.

22 44. Based on information and belief, DEFENDANTS did not have a have a compliant
23 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
24 practice. For example, when PLAINTIFF worked more than six hours, she was not provided with
25 any form of a second rest period and any purported first rest period was typically worked through,
26 on duty or otherwise noncompliant, due to the need to monitor work communication devices/answer
27 incoming phone calls, attend to patients/scheduling issues, coordinate with providers/staff members
28 and/or complete other work tasks as directed by DEFENDANTS.

1 45. Based on information and belief, Class Members and Aggrieved Employees' rest
2 periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing,
3 the nature and constraints of their job duties, and/or due to commentary from supervisors/managers
4 pressuring them to skip rest periods completely or otherwise take non-compliant rest periods.

5 46. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
6 lasting longer than ten hours.

7 47. Based on information and belief, DEFENDANTS implemented policies and/or
8 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
9 all duties and DEFENDANTS' control during rest periods.

10 48. Based on information and belief, Class Members and Aggrieved Employees were
11 pressured to complete their work duties according to a designated schedule such that rest periods
12 were only taken once tasks were completed, and/or as time permitted.

13 49. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
14 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful
15 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
16 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
17 period premium for failure to incorporate all non-discretionary remuneration, including but not
18 limited to, bonuses/incentive pay, commissions, shift differential pay, and/or other non-
19 discretionary compensation into the regular rate of compensation for purposes of calculating the
20 owed rest period premium.

21 50. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
22 provide PLAINTIFF and other Class Members and Aggrieved Employees with accurate wage
23 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide
24 PLAINTIFF and Class Members and Aggrieved Employees with meal and rest periods that
25 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and
26 Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the gross
27 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee.

2 51. DEFENDANTS issued wage statements to PLAINTIFF and Class Members and
3 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the
4 pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by
5 PLAINTIFF and Class Members and Aggrieved Employees (by virtue of rounded time entries,
6 automatic deduction for meal periods/failure to relieve Class Members and Aggrieved Employees
7 of all duties and employer control during unpaid meal periods, payment according to scheduled
8 hours worked rather than actual hours worked, and/or other off-the-clock work policies and
9 practices) which results in a violation of Labor Code section 226(a).

10 52. Moreover, based on information and belief, DEFENDANTS issued wage statements
11 to PLAINTIFF and Class Members and Aggrieved Employees that further violate Labor Code
12 section 226(a), by among other things, failing to list the correct name and/or address of the legal
13 entity that is the employer.

14 53. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
15 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
16 required information. As such, DEFENDANTS violated Labor Code section 226.

17 54. **Unreimbursed Business Expenses.** Based on information and belief,
18 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
19 business expenses as a direct consequence of the performance of their job duties without providing
20 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
21 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
22 and maintain work tools that are supposed to be the responsibility of the employer.

23 55. Based on information and belief, DEFENDANTS shifted the costs of doing business
24 onto Class Members and Aggrieved Employees by requiring them to pay for business expenses,
25 including but not limited to, uniforms and/or the use of Class Members and Aggrieved Employees'
26 personal mobile phone, personal computer and data usage for work related purposes including but
27 not limited to receiving and responding to work related messages and/or phone calls.

28 56. For example, PLAINTIFF regularly received work-related calls/messages to her
16
PLAINTIFF'S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
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1 personal phone from managers and/or supervisors, including but not limited to, regarding scheduling
2 and other work tasks. Moreover, DEFENDANTS regularly required PLAINTIFF to attend remote
3 work meetings using her personal devices. PLAINTIFF was not reimbursed for these business
4 expenses. Based on information and belief, Class Members and Aggrieved Employees also were
5 required to use and did use personal devices to perform work duties at home, such as but not limited
6 to, completing trainings/continued education courses as mandated by DEFENDANTS.

7 57. Based on further information, DEFENDANTS required Class Members and
8 Aggrieved Employees to use their personal vehicles for work, including but not limited to, for
9 traveling between DEFENDANTS' various clinics/facilities/locations without reimbursing them for
10 the personal vehicle expenses they incurred in connection therewith, including but not limited to,
11 gas, vehicle wear and tear, and mileage. As such, DEFENDANTS failed to compensate Class
12 Members and Aggrieved Employees at the Internal Revenue Service (IRS) mandated per mile
13 compensation rate for the relevant period.

14 58. Based on information and belief, DEFENDANTS required Class Members and
15 Aggrieved Employees to pay for the purchase and/or maintenance of uniforms/work clothing. For
16 example, PLAINTIFF was required to purchase scrubs and/or other work clothing in a specific color
17 and particular brand without receiving any reimbursement from DEFENDANTS. PLAINTIFF
18 estimates she incurred expenses of at least \$50 for uniforms and/or other work clothing/protective
19 gear she was required to purchase and/or maintain but for which she was not reimbursed by
20 DEFENDANTS.

21 59. Based on further information and belief, DEFENDANTS failed to provide
22 reimbursement / full reimbursement for expenses to Class Members and Aggrieved Employees
23 incurred as a result of working for DEFENDANTS remotely and/or from their homes, including but
24 not limited to, cost of internet service, home electricity, cost of additional memory and/or virus
25 software for home computer / home computer use, among other business expenses associated with
26 remote work as required by DEFENDANTS. For example, DEFENDANTS required PLAINTIFF
27 to attend "team meetings" via Zoom and/or other similar platforms but did not compensate
28 PLAINTIFF in any way for being required to use her personal computer/devices and electricity for

1 DEFENDANTS' business purposes. Based on information and belief, DEFENDANTS have a
2 policy and practice of failing to reimburse Class Members and Aggrieved Employees for all costs
3 associated with mandated work from home / remote work, including but not limited to, home
4 electricity and home internet costs.

5 60. Based on information and belief, DEFENDANTS regularly failed to reimburse and
6 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California
7 Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled
8 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders
9 and/or carrying out the duties assigned by DEFENDANTS.

10 61. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
11 full reimbursement for all reasonable expenses associated with carrying out their duties required
12 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
13 expenses in violation of Labor Code section 2802.

14 62. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
15 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
16 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

17 **FIRST CAUSE OF ACTION**

18 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
19 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

20 63. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21 64. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
22 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
23 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
24 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
25 period is unlawful.

26 65. DEFENDANTS violated California's minimum wage laws by failing to compensate
27 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
28 DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,

1 and/or payment according to scheduled hours worked rather than actual hours worked (described
2 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
3 wages.

4 66. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
5 Class Members for all hours worked.

6 67. Based on information and belief, DEFENDANTS had actual or constructive
7 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
8 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
9 periods, policy and practice of payment according to scheduled work time rather than actual work
10 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
11 owed to PLAINTIFF and other Class Members.

12 68. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
13 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
14 attorney's fees and costs, in an amount to be proved at trial.

15 **SECOND CAUSE OF ACTION**

16 **Recovery of Unpaid Overtime Wages** 17 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

18 69. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

19 70. Employees in California must be paid overtime, equal to one and one-half times the
20 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
21 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
22 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
23 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
24 consecutive day of work in a workweek, unless they are exempt.

25 71. PLAINTIFF and the Class Members worked overtime hours for which they were not
26 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
27 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
28 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to

1 scheduled hours worked rather than actual hours worked (described above), which resulted in the
2 failure to account for all hours worked and thus the denial of all owed overtime wages.

3 72. Based on information and belief, DEFENDANTS failed to pay twice Class
4 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
5 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
6 violation of California's overtime laws.

7 73. Based on information and belief, DEFENDANTS further violated California's
8 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
9 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
10 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
11 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
12 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
13 other Class Members.

14 74. DEFENDANTS' conduct described above is in violation of California Labor Code
15 sections 510 and 1194 and all applicable Wage Orders.

16 75. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
17 wages, plus attorney's fees and costs, in an amount to be proved.

18 **THIRD CAUSE OF ACTION**

19 **Failure to Provide Meal Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

20 76. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21 77. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
22 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
23 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
24 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
25 waived, but only under the following circumstances: (1) if an employee's total work period in a day
26 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
27 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
28 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be

1 waived by mutual consent of the employer and employee, but only if the first meal period was not
2 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
3 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
4 done so.

5 78. Employers must pay employees an additional hour of wages at the employees'
6 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
7 meal period, first meal period provided after five (5) hours, second meal period provided after 10
8 hours). Lab. Code § 226.7.

9 79. As explained above, PLAINTIFF and other Class Members were consistently unable
10 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
11 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
12 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
13 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
14 completely.

15 80. Based on information and belief, DEFENDANTS had and continue to have a policy
16 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
17 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
18 Members did not receive compliant meal periods.

19 81. Moreover, based on information and belief, Class Members did not receive a timely,
20 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

21 82. On further information and belief, PLAINTIFF and other Class Members did not
22 sign any valid meal period waiver(s) during their employment with DEFENDANTS.

23 83. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
24 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
25 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
26 violation of California's meal period laws.

27 84. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
28 periods in violation of California law and/or failed to pay the proper meal period premium for failure

1 to incorporate all non-discretionary remuneration including but not limited to, bonuses/incentive
2 pay, commissions, shift differential pay and/or other non-discretionary compensation into the
3 regular rate or compensation for purposes of calculating the owed meal period premium.

4 85. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
5 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
6 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
7 all in an amount to be proved at trial.

8
9 **FOURTH CAUSE OF ACTION**
10 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

11 86. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

12 87. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
13 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
14 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
15 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
16 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
17 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
18 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
19 The rest period requirement obligates employers to permit and authorize employees to take off-duty
20 rest periods, meaning employers must relieve employees of all duties and relinquish control over
21 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

22 88. If the employer fails to provide any required rest period, the employer must pay the
23 employee one hour of pay at the employee's regular rate of compensation for each workday the
24 employer did not provide at least one legally required rest period, pursuant to Labor Code section
25 226.7.

26 89. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
27 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
28 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to

1 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,
2 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
3 skip rest periods completely or otherwise take non-compliant rest periods.

4 90. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
6 control during rest periods. Based on further information and belief, Class Members were pressured
7 to complete their work duties according to a designated schedule such that rest periods were only
8 taken once tasks were completed, and/or as time permitted.

9 91. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
10 second, or third rest periods as required by California law.

11 92. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
12 period premium to PLAINTIFF and other Class Members for each workday in which there was a
13 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
14 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
15 not limited to, bonuses/incentive pay, commissions, shift differential pay, and/or other non-
16 discretionary compensation into the regular rate of compensation for purposes of determining the
17 owed rest period premium.

18 93. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
19 hour of additional pay at the regular rate of compensation for each workday that a required rest
20 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
21 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
22 trial.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

25 94. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

26 95. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
27 Members were entitled to receive, semimonthly or at the time of each payment of wages, an
28 itemized wage statement accurately stating the following:

1 (1) gross wages earned, (2) total hours worked by the employee,
2 except for any employee whose compensation is solely based on a
3 salary and who is exempt from payment of overtime under
4 subdivision (a) of Section 515 or any applicable order of the Industrial
5 Welfare Commission, (3) the number of piece-rate units earned and
6 any applicable piece rate if the employee is paid on a piece-rate basis,
7 (4) all deductions, provided that all deductions made on written orders
8 of the employee may be aggregated and shown as one item, (5) net
9 wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social
security number, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

10 96. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
11 meal and rest periods that complied with Labor Code section 226.7, the wage statements
12 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
13 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
14 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
15 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
16 during the pay period and the corresponding number of hours worked at each hourly rate by the
17 employee, in violation of Labor Code section 226(a)(9).

18 97. As explained above, wage statements issued by DEFENDANTS failed to list the
19 “total hours worked” by PLAINTIFF and Class Members (by virtue of rounded time entries,
20 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
21 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
22 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
23 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
24 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
25 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

26 98. Separately, and independent from the above allegations, DEFENDANTS issued
27 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
28 failing to list the correct name and/or address of the legal entity that is the employer.

1 99. DEFENDANTS' failure to accurately list all hours worked on all wage statements
2 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
3 Members over whether they received all wages owed to them.

4 100. As a result, PLAINTIFF and other Class Members have suffered injury as they could
5 not easily determine whether they received all wages owed to them and whether they were paid for
6 all hours worked.

7 101. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
8 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury
9 as they could not contact their employer regarding any question(s) they had about wages paid.

10 102. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
11 Class Members with accurate, itemized wage statements.

12 103. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
13 have suffered injury. The absence of accurate information on their wage statements has prevented
14 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
15 mathematical computations to determine the amount of wages owed, and will cause difficulty and
16 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
17 submission of inaccurate information about wages and amounts deducted from wages to state and
18 federal government agencies. As a result, PLAINTIFF and Class Members are required to
19 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
20 and pay records than if DEFENDANT had complied with its legal obligations.

21 104. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
22 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
23 violation occurred and one hundred dollars per employee per violation for each subsequent pay
24 period, not to exceed an aggregate penalty of four thousand dollars per employee.

25 105. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
26 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
27 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
28 provide currently employed Class Members with inaccurate wage statements in violation of

1 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
2 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
3 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
4 with California Labor Code § 226(a).

5 106. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
6 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
7 attorneys' fees, and costs of suit.

8
9 **SIXTH CAUSE OF ACTION**
10 **Failure to Provide and/or Properly Pay Sick Leave**
11 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

12 107. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 108. DEFENDANTS violated California's paid sick leave laws including, Labor Code
14 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
15 PLAINTIFF and other Class Members or failed to properly accrue paid sick leave due to
16 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
17 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
18 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
19 compensation into the sick leave pay rate calculation.

20 109. DEFENDANTS further failed to give PLAINTIFF and other Class Members notice
21 of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor Code
22 section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick
23 leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and Class
24 Members' intelligent exercise of their paid sick leave.

25 110. But for this failure, PLAINTIFF and other Class Members would have used their
26 paid sick leave at least prior to their respective separations, for as on several occasions thereafter,
27 he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

28 111. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all Class

1 Members, permitting the presumption that PLAINTIFF and all Class Members were entitled to the
2 maximum number of hours accruable.

3 112. Upon information and belief, DEFENDANTS failed and continue to fail to comply
4 with Labor Code section 246, by failing to provide PLAINTIFF and all Class Members with a Labor
5 Code section 226 wage statement, or separate writing containing the amount of paid sick leave
6 available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

7 113. These practices violated California's sick leave laws, Labor Code section 245, et seq.

8 114. On information and belief, PLAINTIFF alleges that all of these practices were
9 experienced and continue to be experienced by other Class Members.

10
11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
13 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

14 115. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

15 116. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
16 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
17 payable immediately."

18 117. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
19 employee not having a written contract for a definite period quits his or her employment, his or her
20 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
21 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
22 to his or her wages at the time of quitting."

23 118. Based on information and belief, DEFENDANTS failed and continue to fail to timely
24 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
25 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
26 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
27 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
28 paid time off wages at the properly accrued rates.

119. Under Labor Code section 203, PLAINTIFF and the Class Members who are no

1 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'
2 pay, plus attorney's fees and costs, in an amount to be proved at trial.

3
4 **EIGHTH CAUSE OF ACTION**
5 **Failure to Reimburse Business Expenses**
6 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

7 120. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 121. California law requires employers to indemnify their employees for all necessary
9 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
10 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable
11 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
12 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
13 incurred by the employee enforcing the rights granted by this section."

14 122. Among other things, under California law, when employees must use their personal
15 cellphones for work-related purposes, the employer must reimburse them for a reasonable
16 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
17 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
18 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
19 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
20 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
21 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

22 123. As described above, PLAINTIFF and the Class Members were improperly required
23 to pay for business expenses that are legally the responsibility of the employer, including but not
24 limited to, cell phone, computer, data plan usage/home internet/electricity costs and/or other costs
25 associated with remote work, tools, vehicle, and/or uniforms/work clothing and/or safety gear.

26 124. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
27 reimbursement for all reasonable expenses associated with carrying out their duties required that
28 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
violation of Labor Code section 2802.

125. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class Members have suffered injury in that they were not completely reimbursed as mandated by California law.

126. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable attorneys' fees, and costs of suit.

NINTH CAUSE OF ACTION

Unfair Competition

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

127. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

128. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS' failure to pay minimum wages by virtue of its illegal policies and practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized wage statements; DEFENDANTS' failure to reimburse business expenses; and DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary compensation into the sick pay calculation and failure to base the accrued sick leave on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and practices, payment according to scheduled hours worked and/or other off-the-clock work policies and practices).

129. Due to DEFENDANTS' unfair and unlawful business practices in violation of the California Labor Code, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate itemized wage statements, to reimburse employees for all business expenses, and to pay all owed minimum wages.

1 130. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
2 and Class Members have suffered injury in fact and lost money or property, as described in more
3 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
4 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
5 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
6 unlawful and unfair business practices.

7 131. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
8 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
9 engaging in each of the unlawful practices and policies set forth herein.

10 132. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
11 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
12 by law.

13 **TENTH CAUSE OF ACTION**
14 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE**
15 **SECTIONS 2698, *ET SEQ.***
16 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against**
17 **all DEFENDANTS)**

18 133. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
19 Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of PLAINTIFF,
20 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
21 as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

22 All current and former non-exempt employees that worked either directly or via a staffing
23 agency for any one or more of the DEFENDANTS at any location in California at any time from
24 one year plus 65 days from the filing of the initial Complaint through the present ("PAGA Period").

25 134. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
26 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
27 limitations period and suffered one or more of the Labor Code violations set forth herein.
28 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved
Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of

1 California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS
2 and is thereby affected by one or more of the alleged violations. See *Huff v. Securitas Security*
3 *Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties
4 for all known violations committed by the employer - regardless of whether Plaintiff experienced
5 all violations personally. *Id.* at 760-761.

6 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

7 135. On October 14, 2022, PLAINTIFF, through counsel, gave written notice by online
8 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
9 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
10 in this Complaint ("PAGA Notice").

11 136. The LWDA and/or Division of Occupational Safety and Health did not provide
12 notice of its intention to investigate DEFENDANTS' violations after expiration of the statutorily-
13 mandated waiting-time period(s), or at any time. To the extent any of the alleged violations were
14 curable, DEFENDANTS failed to cure within the time allotted by PAGA. Accordingly, PLAINTIFF
15 has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently,
16 PLAINTIFF's right to file the instant lawsuit against DEFENDANTS has duly accrued.

17 137. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
18 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
19 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

20 138. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
21 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
22 Labor Code sections, 201-203, 210, 216, 221-223, 225.5, 226, 226.7, 245-248.6, 256, 432.5, 432.7,
23 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5,
24 6400-6404, 6406-6407, 6409.6, 6432, and all applicable Wage Orders.

25 139. As set forth above, DEFENDANTS have committed numerous violations of the
26 California Labor Code due to including but not limited to their failure to pay all owed minimum
27 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
28 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,

1 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
2 are in addition to any other relief available under the Labor Code.

3 140. Additionally, DEFENDANTS have violated the following Labor Code sections and
4 provisions of the applicable Wage Order as to the PLAINTIFF and other Aggrieved Employees.

5 **Failure to Keep Accurate Records**

6 141. California Labor Code § 1174 requires employers to keep “accurate and complete”
7 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
8 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
9 times during which all owed meal periods were provided each day.

10 142. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
11 and complete records as required by law, including but not limited to the following records: total
12 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
13 Aggrieved Employees began and ended each work period, time records of meal periods, and
14 accurate itemized wage statements.

15 143. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
16 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
17 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
18 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
19 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
20 period during which the referenced statutes and Wage Order provisions were violated.²

21 **Meal Period Violations**

22 144. California law requires employers to provide employees a duty-free, uninterrupted
23 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
24 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and

25 ² Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Labor
26 Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the
27 employee was underpaid”); All applicable wage orders, § 20 (establishing that “in addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid”) (emphasis added).

1 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
2 *Court* (2012) 53 Cal.4th 1004.

3 145. Employers must also provide employees with a second duty-free, uninterrupted thirty
4 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
5 be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only
6 under the following circumstances: (1) if an employee's total work period in a day is over five (5)
7 hours but no more than six (6) hours, the required meal period may be waived by mutual consent of
8 the employer and employee; and (2) if an employee's total work period in a day is over ten (10)
9 hours but no more than twelve (12) hours, the required second meal period may be waived by mutual
10 consent of the employer and employee, but only if the first meal period was not waived. *Ibid.*

11 146. Employers covered by any and all applicable IWC Wage Orders have an obligation
12 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
13 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
14 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
15 ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
16 section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a
17 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
18 provided").

19 147. Employers must pay employees an additional hour of wages at the employees'
20 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
21 meal period, first meal period provided after five (5) hours, second meal period provided after 10
22 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to
23 provide an employee a meal period in accordance with the applicable provision of this Order, the
24 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
25 for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

26 148. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
27 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
28 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of

1 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
2 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
3 periods completely. Based on further information and belief, meal periods were also late or cut short
4 in part due to DEFENDANTS' time rounding policies and practices as alleged above.

5 149. Based on information and belief, DEFENDANTS had and continue to have a policy
6 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
7 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
8 Aggrieved Employees did not receive compliant meal periods.

9 150. Moreover, based on information and belief, Aggrieved Employees did not receive a
10 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

11 151. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
12 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
13 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
14 violation of California's meal period laws.

15 152. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
16 periods in violation of California law and/or failed to pay the proper meal period premium for failure
17 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
18 differential pay and/or other non-discretionary compensation into the regular rate or compensation
19 for purposes of calculating the owed meal period premium.

20 153. These unlawful meal period policies and practices result in violations of Labor Code
21 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
22 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
23 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
24 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

25 **Rest Period Violations**

26 154. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
27 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
28 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period

1 “insofar as practicable.” In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),
2 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
3 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
4 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
5 1029). The rest period requirement obligates employers to permit and authorize employees to take
6 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
7 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
8 257. If the employer fails to provide any required rest period, the employer must pay the employee
9 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
10 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
11 applicable IWC Wage Order, §12(B).

12 155. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
13 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
14 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
15 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
16 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
17 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

18 156. Based on information and belief, DEFENDANTS implemented policies and/or
19 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
20 employer control during rest periods. Based on further information and belief, Aggrieved
21 Employees were pressured to complete their work duties according to a designated schedule such
22 that rest periods were only taken once tasks were completed, and/or as time permitted.

23 157. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
24 first, second, or third rest periods as required by California law.

25 158. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
26 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
27 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
28 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including

1 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
2 the regular rate of compensation for purposes of determining the owed rest period premium.

3 159. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
4 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
5 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

6 **Minimum and Overtime Wage Violations**

7 160. California law provides that employees in California must be paid for all hours
8 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
9 than the mandated minimum wage. See Labor Code section 1197 and the applicable Wage Order.
10 The minimum wage standard applies to each hour employees worked for which they were not paid.
11 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
12 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
13 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

14 161. California law also provides that employees in California must be paid overtime,
15 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
16 week or 8 hours per day. See Labor Code 510 and the applicable Wage Order section 3. Employers
17 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
18 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
19 consecutive day of work in a work week. *Ibid.*

20 162. DEFENDANTS violated California's minimum and overtime wage laws by failing
21 to compensate PLAINTIFF and the Aggrieved Employees for all hours worked by virtue of, among
22 other things, DEFENDANTS' time rounding policies and practices (for shift start and end times and
23 meal period start and end times), automatic deduction for meal periods, off-the-clock/unpaid work
24 completed during meal periods, and/or other otherwise off-the-clock work (described above), which
25 resulted in the failure to account for all hours worked and thus the denial of minimum and overtime
26 wages.

27 163. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
28 Aggrieved Employees for all hours worked.

1 164. Based on information and belief, DEFENDANTS had actual or constructive
2 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
3 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
4 periods, and/or other off-the-clock work resulted in the underpayment of minimum and overtime
5 wages owed to PLAINTIFF and other Aggrieved Employees.

6 165. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
7 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
8 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
9 violation of California's overtime laws.

10 166. Based on information and belief, DEFENDANTS further violated California's
11 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
12 limited to, non-discretionary bonus compensation/incentive pay, shift differentials, multiple base
13 rates of pay and/or other non-discretionary compensation into the regular rate of pay used to
14 calculate the overtime rate of pay. Failing to include non-discretionary compensation into the regular
15 rate of pay resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of
16 overtime wages owed to PLAINTIFF and other Aggrieved Employees.

17 167. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
18 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
19 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
20 Wage Orders, section 20.

21 **Statutory Wage Violations**

22 168. California Labor Code section 223 makes it unlawful for an employer to secretly pay
23 wages lower than required by statute while purporting to pay legal wages. As described above,
24 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
25 earned minimum and overtime compensation for all hours worked which resulted in the payment of
26 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
27 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
28 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved

1 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
2 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
3 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
4 Labor Code § 2699(f)-(g).

5 **Refusal to Make Payment**

6 169. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
7 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
8 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
9 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
10 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
11 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
12 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
13 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

14 **Business Expense Violations**

15 170. California law requires employers to indemnify their employees for all necessary
16 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
17 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
18 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
19 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
20 incurred by the employee enforcing the rights granted by this section."

21 171. Among other things, under California law, when employees must use their personal
22 cellphones for work-related purposes, the employer must reimburse them for a reasonable
23 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
24 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
25 required to use their personal cellphone for work-related purposes and not reimbursed for the use.

26 _____
27 ³ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 *Id.* 1144-1145.

2 172. Further, “any contract or agreement, express or implied, made by any employee to
3 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
4 any employee or his personal representative of any right or remedy to which he is entitled to under
5 the laws of this State.” *See* Cal. Lab. Code section 2804.

6 173. As described above, PLAINTIFF and the Aggrieved Employees were improperly
7 required to pay for business expenses that are legally the responsibility of the employer, including
8 but not limited to costs associated with the purchase and/or maintenance of
9 uniforms/clothing/safety/protective equipment, personal tools, and costs associated with the use of
10 personal vehicles and/or the use of Aggrieved Employees’ personal mobile phones/personal
11 computers, and data usage for work-related purposes.

12 174. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
13 full reimbursement for all reasonable expenses associated with carrying out their duties required
14 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
15 expenses in violation of Labor Code section 2802.

16 175. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
17 Employees have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 176. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
20 full reimbursement for all reasonable expenses associated with carrying out their duties required
21 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
22 expenses in violation of Labor Code section 2802.

23 177. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
24 Employees have suffered injury in that they were not completely reimbursed as mandated by
25 California law.

26 178. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
27 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
28 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor

1 Code § 2802 and the applicable Wage Order.

2 **Standard Conditions of Labor Violations**

3 179. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
4 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
5 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
6 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
7 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
8 minimum/overtime wages and other violations described herein result in separate violations of
9 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
10 1197.1 and 2699.

11 **Wage Statement Violations**

12 180. California law requires every employer semi-monthly or at the time of each payment
13 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
14 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
16 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
17 is paid; (7) the name of the employee and only the last four digits of his or her social security number
18 or an employee identification number other than a social security number; (8) the name and address
19 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

21 181. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
22 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
23 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
24 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
25 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
26 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked at each hourly rate by
28 the employee, in violation of Labor Code section 226(a)(9).

1 182. Moreover, due to violations detailed above, including but not limited to,
2 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
3 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
4 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
5 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
6 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
7 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
8 compensation earned during the pay period into the regular rate of pay for purposes of calculating
9 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
10 overtime worked by PLAINTIFF and other Aggrieved Employees.

11 183. As explained above, wage statements issued by DEFENDANTS failed to list the
12 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
13 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
14 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
15 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
16 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
17 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

18 184. Furthermore, DEFENDANTS violated Labor Code section 226(a), including but not
19 limited to, section 226(a)(9), by failing to display the proper overtime rate(s) for each hour of
20 overtime worked by Aggrieved Employees. For example, as described herein, based on information
21 and belief, DEFENDANTS failed to incorporate all forms of non-discretionary compensation
22 earned during the pay period into the overtime pay rate calculation, and as such, failed to display
23 the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved
24 Employees.

25 185. Separately, and independent from the above allegations, based on information and
26 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
27 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
28 entity that is the employer.

1 186. For example, DEFENDANTS' issued wage statements identify DLV Vision
2 Management LLC as the legal entity that is the employer. However, various documents contained
3 in PLAINTIFF's personnel file, including but not limited to, PLAINTIFF's employment application
4 and various letterheads and/or policy documents/waivers/acknowledgments identify the employer
5 as: "Dougherty Laser Vision" and/or "DLV Vision".

6 187. DEFENDANTS' failure to accurately list all hours worked on all wage statements
7 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
8 Employees over whether they received all wages owed to them.

9 188. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
10 they could not easily determine whether they received all wages owed to them and whether they
11 were paid for all hours worked.

12 189. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
13 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
14 injury as they could not contact their employer regarding any question(s) they had about wages paid.

15 190. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
16 Aggrieved Employees with accurate, itemized wage statements.

17 191. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
18 Employees have suffered injury. The absence of accurate information on their wage statements has
19 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
20 mathematical computations to determine the amount of wages owed, and will cause difficulty and
21 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
22 submission of inaccurate information about wages and amounts deducted from wages to state and
23 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
24 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
25 and pay records than if DEFENDANT had complied with its legal obligations.

26 192. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
27 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
28

1 during which the statute provisions were violated. ⁴

2 **Sick Leave Violations**

3 193. DEFENDANTS violated California's paid sick leave laws including, Labor Code
4 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
5 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
6 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
7 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
8 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
9 compensation into the sick leave pay rate calculation.

10 194. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
11 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
12 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
13 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
14 Aggrieved Employees' intelligent exercise of their paid sick leave.

15 195. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
16 their paid sick leave at least prior to their respective separations, for as on several occasions
17 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
18 compensation.

19 196. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
20 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
21 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
22 were entitled to the maximum number of hours accruable.

23 197. Upon information and belief, DEFENDANTS failed and continue to fail to comply
24 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
25 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
26 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
27 wages.

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is \$ per employee per violation”).

1 198. These practices violated California’s sick leave laws, Labor Code section 245, *et seq.*

2 199. On information and belief, PLAINTIFF alleges that all of these practices were
3 experienced and continue to be experienced by other Aggrieved Employees.

4 200. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
5 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
6 seeks injunctive relief, attorney’s fees, declaratory relief, and penalties as permitted by law.

7 **Failure To Provide Supplemental Paid Sick Leave**

8 201. Labor Code § 248.2 provides that all employers with 26 or more employees are
9 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental
10 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
11 DEFENDANTS violated Labor Code § 248.2 by not providing PLAINTIFF and other Aggrieved
12 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information
13 and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of
14 Labor Code section 248.6.

15 **Failure to Pay Vested Vacation/Paid Time Off**

16 202. California Labor Code section 227.3 provides that when an employer policy provides
17 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
18 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
19 employee’s final rate in accordance with such contract of employment or employer policy respecting
20 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
21 off upon termination.

22 203. Based on information and belief, DEFENDANTS had and continue to have a
23 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
24 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
25 to Aggrieved Employees upon separation of employment, in violation of California law, including
26 but not limited to, Labor Code section 227.3.

27 **Untimely Payment of Final Wages**

28 204. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
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PLAINTIFF’S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL

1 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
2 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
3 employee not having a written contract for a definite period quits his or her employment, his or her
4 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
6 to his or her wages at the time of quitting.”

7 205. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
8 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
9 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
10 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
11 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
12 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

13 206. Based on information and belief, DEFENDANTS failed and continue to fail to timely
14 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
15 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF
16 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
17 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
18 sick leave and/or paid time off wages at the properly accrued rates.

19 207. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
20 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
21 256.

22 **Unlawful Agreements/Unlawful Background Checks; Unlawful Criminal History**
23 **Inquiries**

24 Unlawful Agreements/Unlawful Background Checks

25 208. Labor Code section 432.5 provides that “no employer...shall require any employee
26 or applicant for employment to agree, in writing, to any term or condition which is known by such
27 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
28 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not

1 limited to unlawful non-compete and/or non-solicitation agreements and/or unlawful criminal
2 and/or financial checks unlawful criminal and/or financial checks as a condition of obtaining and/or
3 continuing employment in violation of Labor Code section 432.5.

4 209. Moreover, the California Labor Code places certain procedural and substantive limits
5 on an employers' ability to conduct employee background checks and on how employers can use
6 the information they obtain through those background checks. Labor Code section 1024.5 states that
7 employers, except for financial institutions, may order a credit check only if the individual works
8 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
9 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
10 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
11 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee
12 background check, including but not limited to identifying an appropriate reason for the background
13 check, a separate consent form with required disclosures and certain formatting requirements,
14 additional forms such as a summary of rights, a way by which to request a copy of the report, as
15 well as proper notice of adverse actions taken, among other statutory requirements.

16 210. Based on information and belief, DEFENDANTS ordered unlawful financial credit
17 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
18 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
19 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

20 211. Based on information and belief, DEFENDANTS required Aggrieved Employees to
21 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
22 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

23 212. Based on further information and belief, DEFENDANTS required Aggrieved
24 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
25 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
26 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
27 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

28 213. Based on further information and belief, DEFENDANTS knew that requiring
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PLAINTIFF'S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
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1 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
2 condition of obtaining and/or holding employment was unlawful.

3 214. By requiring that Aggrieved Employees sign off on the illegal background and/or
4 financial checks, DEFENDANTS violated Labor Code section 432.5.

5 Unlawful Inquires into Criminal History

6 215. Labor Code section 432.7 prohibits an employer from asking applicants about past
7 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
8 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
9 convictions on its employment application, in violation of California law.

10 216. Upon information and belief, DEFENDANTS, in violation of California law,
11 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
12 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
13 employment and/or otherwise impermissibly inquired into criminal history on its employment
14 application in violation of California law.

15 217. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
16 Code section 432.7. By asking about convictions at the application phase or prior to extending an
17 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
18 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
19 disclose arrests and/or convictions as a condition of employment.

20 218. Under the provisions of PAGA and the above mentioned Labor Code sections,
21 including but not limited to Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7,
22 227.3, 245-248.6, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
23 1199, 2699, 2699.3, 2802, 2810.5, and all applicable Wage Orders as well as all interpretations of
24 these laws by California Courts and administrative bodies, as well as any other law that is
25 enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- 26 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
27 relevant California Labor Code provisions listed herein only if permitted by the
28 PAGA statute, pursuant to Labor Code section 2699(a); and

1 Dated: March 19, 2024

CROSNER LEGAL, PC

2 By: Zachary Crosner

3 Jamie K. Serb, Esq.
4 Nikki Trenner, Esq.
5 Zachary M. Crosner, Esq.
6 Attorneys for Plaintiff,
7 RENEE MAOZ

8 **DEMAND FOR JURY TRIAL**

9 PLAINTIFF demands a trial by jury on all claims so triable.

10 Dated: March 19, 2024

CROSNER LEGAL, PC

11 By: Zachary Crosner

12 Jamie K. Serb, Esq.
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