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Electronically FILED by
Superior Court of California,
County of Los Angeles
8/29/2025 3:56 PM
David W. Slayton,
Executive Officer/Clerk of Court,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEAGAN MILAN DUNN-KING, individually
and on behalf of other current and former
similarly situated employees and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

vs.

AEGIS TREATMENT CENTERS, LLC;
PINNACLE TREATMENT CENTERS, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **25STCV25462**

Judge:

Department:

CLASS ACTION

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Unfair Competition
10. Retaliation
11. Whistleblower
12. Constructive Discharge
13. Intentional Infliction of Emotional Distress
14. Failure to Provide Reasonable
Accommodation – Government Code
Sections 12940 et seq.
15. Failure to Engage in an Interactive Process –
Government Code Sections 12940 et seq.
16. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 et seq.)

1 Plaintiff KEAGAN MILAN DUNN-KING, on behalf of all other similarly situated and the
2 State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants AEGIS
4 TREATMENT CENTERS, LLC; PINNACLE TREATMENT CENTERS, INC.; and DOES 1 through
5 50, inclusive (collectively “Defendants”). In addition, Plaintiff brings this action against Defendants,
6 individually, for engaging in unlawful retaliation in violation of California Labor Code section 1102.5,
7 as well as for violations of the Fair Employment and Housing Act (“FEHA”), including Defendants’
8 failure to reasonably accommodate Plaintiff’s disability and their failure to engage in a good faith
9 interactive process. Accordingly, Plaintiff alleges as follows:

10 **INTRODUCTION**

11 1. This is a Class action for wage and hour violations of the California Labor Code.

12 2. Defendants failed to compensate Plaintiff and Class Members for all hours suffered or
13 permitted to work in violation of the applicable IWC Wage Order.

14 3. Defendants failed to pay Plaintiff and other similarly situated employees for all regular,
15 overtime, and sick leave hours due to their policy and practice of requiring off-the-clock work.

16 4. Defendants failed to provide, authorize, and/or permit Plaintiff and the Class Members
17 to take compliant meal and rest periods to which they were entitled. Further, Defendants did not pay
18 Plaintiff and the Class Members meal or rest period premiums.

19 5. Defendants’ employment policies, practices, and payroll administration systems
20 enabled and facilitated these violations on a company-wide basis with respect to the Class Members.

21 6. Defendants are further liable for derivative claims for wage statements, untimely
22 payment, and other associated violations.

23 7. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
24 attorney’s fees and costs.

25 8. In addition, at all relevant times, Plaintiff was subjected to unlawful retaliation for
26 raising complaints regarding Defendants’ wage and hour violations, including off-the-clock work,
27 missed meal and rest breaks, and failure to pay overtime wages. Plaintiff also reported serious concerns
28 related to HIPAA and OSHA violations occurring in the workplace.

9. As a direct result of this retaliatory treatment, Plaintiff suffered significant economic, physical, and emotional harm during her employment with Defendants.

10. Ultimately, due to the ongoing retaliation, hostile work environment, and repeated threats to her continued employment, Plaintiff developed severe anxiety and was forced to take temporary disability leave. Upon her return to work, and in an effort to manage her anxiety disorder, Plaintiff submitted a request for reasonable accommodation. Specifically, she requested to work remotely and to change her employment status to part-time. Defendants denied her request to work part-time without providing any justification and failed to engage in a good-faith interactive process to explore accommodations for her disability.

11. As a result of the continued retaliation, Defendants' failure to accommodate her disability, and the emotional distress she endured, Plaintiff was constructively discharged and had no reasonable alternative but to resign from her position.

12. Plaintiff brings this action to seek redress for the harm she has suffered and to expose the retaliatory and unlawful employment practices committed by AEGIS TREATMENT CENTERS, LLC and PINNACLE TREATMENT CENTERS, INC.

JURISDICTION & VENUE

13. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

14. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

15. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

16. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Keagan Milan Dunn-King

17. Plaintiff Dunn-King is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about January 2024 to July 2025. Plaintiff worked as a Counselor II.

18. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd.* (Feb. 26, 2025, D083400) ___ Cal.Rptr.3d ___ [2025 WL 615064], the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

19. Defendant Aegis Treatment Centers, LLC is a Delaware limited liability company that maintains operations and conducts business throughout the State of California, including in this county.

20. Defendant Pinnacle Treatment Centers, Inc. is a corporation that maintains operations and conducts business throughout the State of California, including in this county.

21. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

22. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

23. Plaintiff is further informed and believes, and thereon alleges, that each Defendants directly or indirectly, or through agents or other persons, acted and/or ratified in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

24. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

25. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

26. Plaintiff is further informed and believes that Defendants both directly and indirectly employed Plaintiff as defined in the FEHA at Gov. Code § 12926. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendants employed more than five (5) employees in California and was therefore an employer as defined by FEHA at Gov. Code § 12940(j)(4). In addition, Defendants compelled, coerced, aided and abetted the discrimination and retaliation, which is prohibited under FEHA Gov. Code § 12940(i).

CLASS ALLEGATIONS

27. This action is brought individually and on behalf of the following Class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of Class certification (the “Class”).

28. Plaintiff reserves the right to establish various subclass definitions as appropriate at the Class certification stage, according to proof.

1 29. The Class is ascertainable and shares a well-defined community of interest in this
2 litigation:

3 a. Numerosity: The Class is estimated to exceed 50 individuals, although the
4 precise membership of the entire Class is unknown at this time. The Class is so
5 numerous that joinder of all Class members is impracticable. The identities of
6 Class members are ascertainable by inspection of Defendants' employment and
7 payroll records.

8 b. Typicality: Plaintiff's claims are typical of the claims of the other Class
9 members. They were subject to the same policies and practices of Defendants,
10 which resulted in losses to the Class. Proof of common unlawful business
11 practices, which Plaintiff experienced, will establish the right of the Class to
12 recover on the causes of action alleged herein.

13 c. Adequacy: Plaintiff is an adequate Class representative; will take all necessary
14 steps to protect the Class Members' interests adequately and fairly; has no
15 interest antagonistic to other Class Members; and is represented by attorneys
16 who have substantial experience prosecuting, defending, resolving, and
17 litigating wage and hour Class, collective, and representative actions in
18 California state and federal courts.

19 d. Superiority: A class action is superior to other means for adjudicating this
20 dispute. Individual joinder is impractical. Class treatment will allow for
21 common issues to be resolved in a single forum, simultaneously, and without
22 duplication of effort and expense.

23 e. Public Policy Considerations: Certification of this lawsuit as a Class action
24 advances the State of California's strong public interest in ensuring its
25 approximately millions of employed residents are properly paid the wages they
26 earned for the hours they worked. Class actions provide a mechanism for
27 enforcement of labor laws and allow for vindication of employee rights by
28 unnamed Class Members.

30. Common questions of law and fact as to the Class Members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the Class Members constitute violations of California law.

GENERAL ALLEGATIONS

31. Defendants failed to pay Plaintiff and the Class Members at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants required Plaintiff and Class Members to complete work while off-the-clock, without compensation.

32. First, Defendants implemented an unlawful policy requiring employees to perform work during unpaid meal periods and after clocking out for the day. Plaintiff, along with other Class Members, was routinely required to clock out for meal breaks but was nonetheless expected to continue working during those periods due to job demands and chronic understaffing. For instance, Plaintiff was regularly expected to complete documentation, trainings, and respond to Teams messages during her unpaid meal breaks. Defendants' consultation scheduling practices made it frequently impossible for Plaintiff and Class Members to take compliant meal periods.

33. Additionally, Plaintiff and the Class Members were required to complete work-related tasks, such as finalizing consultation notes, after clocking out at the end of their shifts. Defendants maintained a policy of reprimanding employees for performing such tasks while clocked in if it would result in overtime compensation. Consequently, employees, including Plaintiff, would clock out and then continue working to avoid disciplinary action.

34. Second, Defendants failed to compensate Plaintiff and Class Members for all hours spent on required training. This included time spent completing e-trainings, onboarding documentation, drug testing, and other mandatory activities. Despite these requirements, Defendants did not pay employees for the time spent on such tasks.

35. As a result of Defendants' unlawful policies requiring off-the-clock work, they failed to compensate Plaintiff and other Class Members for all hours worked, leading to the underpayment of regular wages.

1 36. Defendants failed to pay Plaintiff and the Class Members overtime wages at the lawful
2 rate for overtime hours worked, resulting in unpaid overtime compensation. Defendants routinely
3 failed to compensate Plaintiff and other Class Members for work performed off the clock, as well as
4 for missed, late, or interrupted meal and rest periods. When Plaintiff and the Class Members worked
5 in excess of eight hours in a day or forty hours in a week, these unlawful practices led to systematic
6 underpayment of overtime wages.

7 37. Defendants failed to comply with California's paid sick leave laws with respect to the
8 Class Members. Defendants failed to provide Plaintiff and Class Members with all sick leave accrued.
9 Plaintiff and Class Members worked off the clock, overtime hours that were not accounted for when
10 calculating an employee's accrued paid sick leave. Therefore, Plaintiff and other Class Members were
11 not awarded the total accrued sick leave time they had earned.

12 38. Defendants failed to provide Plaintiff and the Class Members with compliant meal
13 periods as required under California law. Plaintiff and other Class Members routinely experienced
14 missed, late, shortened, and interrupted meal breaks due to excessive job demands and chronic
15 understaffing. For example, Plaintiff and others were required to complete session notes, trainings,
16 and respond to messages during their unpaid meal periods. Defendants structured work schedules in
17 such a way that taking legally compliant meal periods was often not feasible. Employees were
18 expected to remain available at all times—responding to Teams messages, making calls, completing
19 documentation, or actively engaging in counseling sessions.

20 39. Despite these working conditions, Defendants maintained an unlawful policy and
21 practice of requiring employees to clock out for meal periods, thereby creating the false appearance
22 that compliant meal breaks were being taken. In reality, Plaintiff and the Class members were denied
23 lawful meal periods and were not relieved of all duties.

24 40. Furthermore, Defendants failed to pay all legally required meal period premiums to
25 Plaintiff and the Class Members.

26 41. Defendants failed to provide all legally required rest periods to Plaintiff and the Class
27 Members, and failed to pay the corresponding rest period premiums.

1 42. Due to excessive job demands, chronic understaffing, and the nature of the work,
2 Plaintiff and other Class Members were rarely, if ever, authorized or permitted to take their full rest
3 periods. Defendants effectively required employees to waive or forego their rest breaks in violation of
4 California law. For example, Plaintiff and other Class Members were routinely unable to take either
5 their first or second rest breaks during shifts due to Defendants' back-to-back scheduling practices.

6 43. Plaintiff alleges she was rarely, if ever, able to take compliant rest periods because of
7 Defendants' ongoing requirements that employees remain constantly available to perform work-
8 related duties. When Plaintiff and another Class Members raised concerns about missed breaks, they
9 were told that breaks could only be taken after all paperwork had been completed—an unlawful
10 condition on the right to rest breaks.

11 44. Defendants retaliated against Plaintiff for making complaints about unlawful
12 workplace conditions, including wage violations, missed breaks, and violations of HIPAA and OSHA
13 regulations.

14 45. From the start of her employment in January 2024 to December 2024, Plaintiff engaged
15 in protected activity under both statutes by making internal complaints regarding wage and hour
16 violations, including off-the-clock work, missed breaks, and failure to pay overtime; as well as by
17 raising serious concerns about HIPAA and OSHA violations within the workplace.

18 46. After making these disclosures, Plaintiff was subjected to a series of retaliatory and
19 adverse employment actions. In mid-December 2024, Plaintiff was warned by a supervisor that she
20 was going to be targeted by another supervisor for her protected activity. After this warning, Plaintiff
21 moved her office to avoid being near the supervisor who had begun exhibiting hostility toward her.

22 47. On January 9, 2025, shortly after raising these concerns, Plaintiff was summoned to a
23 meeting and issued a verbal warning based on a false accusation, during which Defendants also
24 threatened her with termination. At that time, Plaintiff had no history of disciplinary action or
25 documented performance issues. Shortly after this meeting Plaintiff went on a medical leave.

26 48. On March 7, 2025, on her first day back from medical leave, Plaintiff was immediately
27 pulled into a performance review where she received a negative assessment that was not based on any
28 substantiated concerns, which directly affected her eligibility for an annual raise. Plaintiff next

1 elevated her concerns over issues with management, wage and hour violations, and HIPAA and OSHA
2 violations within the workplace with Human Resources.

3 49. Following these complaints, Plaintiff also experienced differential treatment regarding
4 her use of paid time off: she was told her requests would be denied while those of other employees
5 would be granted. Defendants further retaliated by relocating Plaintiff's office back to a location
6 adjacent to the supervisor who had exhibited hostility toward her, and by instituting a policy of placing
7 cameras around the workplace and filming Plaintiff and Class members throughout their workday.

8 50. Following continued hostility by management, on approximately May 27, 2025
9 Plaintiff began working from home to avoid confrontation and to avoid the increasing impacts to her
10 health as a result of the stresses from her differential treatment. During this time coworkers disclosed
11 to Plaintiff continual hostile language by management against her and other Class members for raising
12 concerns.

13 51. Plaintiff's repeated efforts to report these issues were met with continued hostility and
14 inaction. Managers went through Plaintiff and another employee's personal logs, read private
15 messages, and demanded the other coworker stop talking to Plaintiff. After which, Plaintiff and this
16 other employee received targeted individual messages by a California Regional Director, about setting
17 up a meeting to discuss policies, and instructing employees to only discuss issues with managers,
18 instead of with each other.

19 52. Plaintiff initiated contact with Human Resources via email several times to discuss the
20 violations she witnessed and Defendants' retaliatory behavior. However, Human Resources failed to
21 respond to these emails and also failed to ever address her concerns.

22 53. On June 4, 2025 during a meeting with management and executives, Plaintiff was
23 falsely accused of HIPPA violations and management disclosed that their video and audio recordings
24 had included recording counseling sessions. The following day, June 5, Plaintiff was asked to attend
25 an individual meeting with the same California Regional Director, when Plaintiff asked for a witness
26 and information on what the meeting would be about, she was ignored.

27 54. Further, on June 10, 2025, Plaintiff received a message from a group chat with all
28 managers, wherein Plaintiff was reprimanded for being unprofessional for complaining about targeted

1 changes to her schedule. Management had earlier that day begun canceling her appointments and
2 moving her schedule around in real time in an explicit attempt to hamper her ability to complete tasks.
3 Plaintiff learned a similar but less intensive practice had been applied to other Class members'
4 schedules.

5 55. Additionally, Defendants increased supervision over Plaintiff to discourage Plaintiff
6 from engaging in protected activity. Specifically, following a group message from Plaintiff to other
7 employees in which she discussed various labor laws, Defendants assigned various executives to all
8 group chats to which Plaintiff belonged. Additionally, Defendants listed this message as an issue that
9 necessitated corrective action. Upon information and belief, these actions were taken solely to
10 discourage Plaintiff from exercising her right to discuss work conditions with her fellow coworkers.

11 56. Following Plaintiff's complaints about workplace conditions and her messages to
12 fellow coworkers about their rights, Defendants initiated a corrective action and success plan for
13 Plaintiff. Upon information and belief, both actions were initiated in direct retaliation for Plaintiff's
14 protected actions of complaining about the workplace conditions, policies, and procedures outlined in
15 this complaint.

16 57. Plaintiff is informed and believes that, had she not reported these violations, she would
17 have received a raise and been free from retaliatory treatment.

18 58. Most recently, Plaintiff received a phone call from three different patients who
19 informed her that they were contacted by Defendants and asked several questions related to Plaintiff's
20 performance as a counselor. Plaintiff is informed and believes that each of these patients answered
21 these prying questions positively.

22 59. However, Plaintiff is informed and believes that Defendants have also engaged in a
23 practice of "blacklisting" her from potential employers. For example, Plaintiff was recently offered a
24 new employment position. This potential employer happened to have an involved relationship with
25 Plaintiff's current employer. Not two weeks later, the potential employer rescinded the employment
26 offer.

27 60. Plaintiff is informed and believes that had she not reported these violations, the new
28 employer would not have rescinded their offer of employment.

1 61. On July 31, 2025, after enduring nearly two years of retaliation, Plaintiff was ultimately
2 forced to resign from Defendants' employment.

3 62. Specifically, the workplace conditions maintained by Defendant became so intolerable
4 that Plaintiff had no other reasonable alternative but to resign.

5 63. For example, Defendants had engaged in intrusive and violating behavior with respect
6 to Plaintiff's own patients causing serious discomfort, distrust, and damage to Plaintiff's professional
7 reputation.

8 64. Plaintiff's repeated efforts to address these and other serious workplace violations were
9 only met with a slew of retaliatory behavior that ultimately contributed to her resignation.

10 65. Additionally, this retaliatory behavior and unethical and unlawful business practices
11 caused Plaintiff's mental health to decline so drastically, that her ongoing employment became
12 medically dangerous.

13 66. Defendant's abusive, malicious behavior created such an intolerable workplace that
14 Plaintiff had no other reasonable alternative than to resign from employment effective July 31, 2025.

15 67. These violations create derivative liability for failure to timely pay all wages owed each
16 payday or upon separation of employment.

17 68. Defendants also failed to accommodate Plaintiff's known disabilities.

18 69. Specifically, Plaintiff suffered from disabilities related to anxiety and stress. Although
19 Defendants were aware of Plaintiff's condition, they refused to accommodate her disabilities. Instead,
20 Defendants engaged in harassing, threatening, and retaliatory behavior toward Plaintiff.

21 70. Additionally, Defendants failed to engage in timely, good faith, interactive process with
22 Plaintiff to determine effective reasonable accommodations for Plaintiff's known disabilities.

23 71. Specifically, Plaintiff suffered from disabilities related to anxiety and stress. Although
24 Defendants were aware of Plaintiff's condition, they refused to engage in a timely, good faith,
25 interactive process to determine effective reasonable accommodations for Plaintiff's known
26 disabilities. Instead, Defendants engaged in harassing, threatening, and retaliatory behavior toward
27 Plaintiff.
28

72. Defendants failed to provide accurate itemized wage statements to the putative Class Members each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements.

73. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

74. Defendants violated California Labor Code section 226(a)(2) by failing to accurately itemize the “total hours worked” by Plaintiff and other putative Class Members on their wage statements. Specifically, Defendants did not include off-the-clock hours that Plaintiff and other employees were required or permitted to work, resulting in wage statements that materially misrepresented the actual number of hours worked in each pay period. As a result, the wage statements issued by Defendants were inaccurate and in violation of Labor Code section 226(a), depriving Plaintiff and Class Members of their statutory right to receive a complete and accurate accounting of hours worked and wages earned.

75. On information and belief, this was a violation common to the other Class Members.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED

**Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197 and the Applicable Wage Order
(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All
Defendants)**

76. All outside paragraphs of this Complaint are incorporated into this section.

77. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-

1 exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of
2 work, and further provide a private right of action for an employer's failure to pay all minimum wages
3 (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that "'wages'
4 includes all amounts for labor performed by employees of every description, whether the amount is
5 fixed or ascertained by the standard of time, task, piece, commission basis, or other method of
6 calculation."

7 78. Defendants willfully failed in their affirmative obligation to pay Plaintiff and Class
8 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
9 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of
10 Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful
11 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
12 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
13 Code § 1194.2.

14 79. Defendants' unlawful acts and omissions deprived Plaintiff and Class members of
15 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and Class
16 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
17 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'
18 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2,
19 218.6 and any other applicable statutes.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

22 **Violation of Labor Code §§ 510, 1194, 1198, and the Applicable Wage Order**

23 **(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All**
24 **Defendants)**

25 80. All outside paragraphs of this Complaint are incorporated into this section.

26 81. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
27 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
28

wages all overtime hours worked, and which further provide a private right of action for an employer's failure to pay all overtime compensation for overtime hours worked.

82. Defendants failed in their affirmative obligation to pay Plaintiff and Class members no less than one and one-half times their respective "regular rate of pay" for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

83. Plaintiff and Class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7, 512, 1198 and the Applicable Wage Order (Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All Defendants)

84. All outside paragraphs of this Complaint are incorporated into this section.

85. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

86. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and Class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in

violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

87. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and Class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

88. Plaintiff and Class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All Defendants)

89. All outside paragraphs of this Complaint are incorporated into this section.

90. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

91. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and Class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

92. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and Class members one additional hour of pay at the respective regular rate of compensation

1 for each workday that a fully compliant rest period was not provided, in violation of Labor Code
2 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL PAID SICK LEAVE WAGES**

5 **Violation of Labor Code §§ 200, 218, 246 *et seq.***

6 **(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All**
7 **Defendants)**

8 93. All outside paragraphs of this Complaint are incorporated into this section.

9 94. Defendants knowingly and intentionally failed in their affirmative obligation to pay
10 sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246
11 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law.
12 (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized
13 that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her
14 compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

15 95. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1,
16 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by Class
17 members, govern how Defendants were required to calculate paid sick leave.

18 96. Defendants failed to pay Plaintiff and Class members their paid sick leave wages at one
19 of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their
20 sick leave calculation the additional remuneration received by Plaintiff and Class members (i.e., at the
21 regular rate of pay and/or calculated based on total wages earned).

22 97. As a result, Defendants violated the Labor Code and are liable to Plaintiff and Class
23 members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

SIXTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All Defendants)

98. All outside paragraphs of this Complaint are incorporated into this section.

99. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

100. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and Class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

101. Plaintiff and Class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SEVENTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All Defendants)

102. All outside paragraphs of this Complaint are incorporated into this section.

1 103. This cause of action is brought by a wage statement subclass pursuant to Labor Code
2 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
3 pay period, and which further provide a private right of action for an employer's failure to comply
4 with this obligation.

5 104. Defendants knowingly and intentionally failed in their affirmative obligation to provide
6 accurate itemized wage statements to Plaintiff and Class members resulting in injury to Plaintiff and
7 Class members. Specifically, the wage statements issued to Plaintiff and Class members did not
8 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

9 105. Defendants' unlawful acts and omissions deprived Plaintiff and Class members of
10 accurate itemized wage statements, causing confusion and concealing wage and premium
11 underpayments.

12 106. As a result, Plaintiff and Class members are entitled to recover the statutory penalty of
13 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
14 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
15 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
16 Code section 226(e).

17 **EIGHTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **Violation of Labor Code §§ 201 *et seq.***

20 **(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All**
21 **Defendants)**

22 107. All outside paragraphs of this Complaint are incorporated into this section.

23 108. This cause of action is brought by a waiting time subclass pursuant to Labor Code
24 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
25 employment, and which further provide a private right of action to recover statutory waiting time
26 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
27 wages.
28

109. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and Class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

110. Plaintiff and Class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 et seq.

(Alleged by Plaintiff Individually and on Behalf of the Putative Class Members Against All Defendants)

111. All outside paragraphs of this Complaint are incorporated into this section.

112. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

113. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other Class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

114. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

115. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year

1 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
2 violations do not provide a private right of action.

3 116. Plaintiff and Class members are entitled to injunctive relief against Defendants,
4 restitution, and other equitable relief to return all funds over which Plaintiff and Class members have
5 an ownership interest and to prevent future damage and the public interest under Business and
6 Professions Code § 17200 *et seq.* Plaintiff and Class members are further entitled to recover interest,
7 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
8 § 1021.5.

9 **TENTH CAUSE OF ACTION**

10 **RETALIATION**

11 **Violation of Labor Code §§ 98.6**

12 **(Alleged by Plaintiff Individually)**

13 117. All outside paragraphs of this Complaint are incorporated into this section.

14 118. At all times herein mentioned, Labor Code § 98.6 was in full force and effect, and was
15 binding upon Defendants. Said section prohibits employers from discriminating or retaliating against
16 employees who complain about unpaid wages, exercising rights under the Labor Code, or initiating
17 an action under the Private Attorneys General Act (PAGA).

18 119. To the extent that Defendant retaliated against Plaintiff for making the internal
19 complaints, said conduct constitutes unlawful retaliation in violation of Labor Code § 98.6 . Likewise,
20 Plaintiff's attempts to enforce her rights guaranteed under California law are protected as public
21 policy. Said violation caused substantial injury and damage to Plaintiff including, but not limited to,
22 lost wages, benefits and emotional distress in amounts to be determined at trial according to proof.

23 120. As a result of Defendant's wrongful conduct, Plaintiff is entitled to all damages and
24 penalties allowed by law in amounts to be determined at trial according to proof. Plaintiff also seeks
25 all interest, attorney's fees, and costs allowed by law, including but not limited to, common law and
26 Labor Code §§ 98.6, and 2699.

ELEVENTH CAUSE OF ACTION
WHISTLEBLOWER RETALIATION

Violation of Labor Code § 1102.5

(Alleged by Plaintiff Individually)

121. All outside paragraphs of this Complaint are incorporated into this section.

122. At all times herein mentioned, Labor Code section 1102.5 were in full force and effect, and were binding upon Defendants.

123. California Labor Code section 1102.5, subdivision (b), prohibits any employer from retaliating against an employee for whistleblowing, reporting and complaining to an entity with authority over the employer based on a reasonable belief that employer has maintained in unlawful workplace conditions, including but not limited to violation of Labor Code provisions, HIPAA, and OSHA regulations.

124. Plaintiff is informed and believes and thereon alleges that Defendants retaliated against Plaintiff because Plaintiff engaged in such legally protected activity.

125. As a result of Defendant's wrongful conduct, Plaintiff is entitled to all damages and penalties allowed by law in amounts to be determined at trial according to proof. Plaintiff also seeks all interest, attorney's fees, and costs allowed by law, including but not limited to, common law and Labor Code §§ 1102.5 and 2699.

TWELFTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Alleged by Plaintiff Individually)

126. All outside paragraphs of this Complaint are incorporated into this section.

127. Defendants, and each of them, engaged in extreme and outrageous conduct toward Plaintiff, including but not limited to, retaliating against her for engaging in protected activity, creating and maintaining a hostile work environment, threatening her employment, and refusing to accommodate her disability in violation of her legal rights.

128. Defendants' conduct was intentional and malicious and carried out with the knowledge that such actions would cause, or with reckless disregard for the probability that such actions would

cause, Plaintiff to suffer severe emotional distress. Defendants' conduct was not only inappropriate but beyond the bounds of human decency.

129. As a direct and proximate result of Defendants' extreme and outrageous conduct, Plaintiff suffered severe emotional distress, including but not limited to anxiety, depression, humiliation, shame, insomnia, emotional anguish, fatigue, and financial insecurity. These harms have caused her both physical and mental suffering, for which she continues to seek treatment.

130. The emotional distress suffered by Plaintiff was serious and of such a nature that no reasonable person in a civilized society should be expected to endure it.

131. As a result of Defendants' wrongful conduct, Plaintiff is entitled to recover general damages for emotional distress, special damages, and any other damages permitted by law in an amount to be determined at trial.

132. Defendants' conduct was malicious, oppressive, and carried out with a willful and conscious disregard for Plaintiff's rights and well-being. Accordingly, Plaintiff also seeks an award of punitive damages to punish and deter such misconduct, in an amount to be determined at trial.

133. Plaintiff further seeks all remedies available under the law, including interest, attorneys' fees, and costs to the extent permitted by statute or common law, including but not limited to California Labor Code §§ 98.6, 233, 234, 246.5, 1102.5, and 2699.

THIRTEENTH CAUSE OF ACTION

CONSTRUCTIVE DISCHARGE

Violation of Labor Code § 1102.5

(Alleged by Plaintiff Individually)

134. All outside paragraphs of this Complaint are incorporated into this section.

135. At all relevant times, California Labor Code § 1102.5 and other applicable statutes protecting employees from retaliation for engaging in protected activity were in full force and effect and binding upon Defendants.

136. Defendants, and each of them, engaged in a pattern of retaliatory, discriminatory, and unlawful conduct against Plaintiff after she engaged in protected activity, including reporting wage and hour violations and raising concerns regarding HIPAA and OSHA compliance.

1 137. As a direct result of Defendants' actions, Plaintiff's working conditions became
2 intolerable. Defendants' retaliatory conduct severely impaired Plaintiff's ability to perform her job
3 duties, subjected her to ongoing emotional distress, denied her reasonable accommodations, and
4 created a hostile and oppressive work environment.

5 138. The conditions under which Plaintiff was forced to work were so egregious that a
6 reasonable person in Plaintiff's position would have felt compelled to resign. Plaintiff had no
7 reasonable alternative but to end her employment, and therefore her resignation constitutes a
8 constructive discharge as a matter of law.

9 139. Defendants' conduct violated fundamental public policies embodied in California
10 Labor Code § 1102.5 and other statutes, which prohibit retaliation against employees who report
11 unlawful or unsafe workplace practices and protect the right to reasonable workplace accommodations
12 under the law.

13 140. As a direct and proximate result of Defendants' unlawful and retaliatory conduct and
14 constructive discharge, Plaintiff has suffered, and continues to suffer, significant economic harm,
15 including loss of income, benefits, and future earning capacity, as well as severe emotional distress,
16 in amounts to be proven at trial.

17 141. Defendants acted intentionally, maliciously, fraudulently, and/or oppressively in
18 subjecting Plaintiff to intolerable working conditions with the intent to force her resignation, thereby
19 justifying an award of punitive damages under California Civil Code § 3294.

20 142. Plaintiff seeks all damages, penalties, interest, attorneys' fees, and costs permitted by
21 law, including but not limited to those available under Labor Code §§ 1102.5 and 2699.

22 **FOURTEENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REASONABLE ACCOMMODATION**

24 **Cal. Gov. Code § 12940 et seq.**

25 143. **(Alleged by Plaintiff Individually against All Defendants)** All outside paragraphs of
26 this Complaint are incorporated into this section.

27 144. Plaintiff was at all times material hereto an employee covered by California
28 Government Code Section 12940 et seq.

1 145. Plaintiff is informed and believes, and thereon alleges, that Defendants are, and at all
2 times material hereto have been, employers within the meaning of California Government Code
3 sections 12926(c) and 12945.2.

4 146. Plaintiff timely filed charges of retaliation in violation of FEHA with the California
5 Civil Rights Department ("CRD"). The CRD has issued a Right-to-Sue notice pursuant to California
6 Government Code section 12965(b) , permitting Plaintiff to bring this action. Therefore, Plaintiff has
7 exhausted her administrative remedies. See Exhibit 1 attached hereto.

8 147. Pursuant to the Fair Employment and Housing Act, if an employer is aware of an
9 employee's disability, the employer has an affirmative duty to make reasonable accommodations for
10 such disability. .

11 148. Plaintiff has disabilities within the meaning of California Government Code Section
12 12940. She suffers from severe anxiety. As a result, Plaintiff required a reasonable accommodation.
13 Defendants were aware that Plaintiff needed accommodation but failed to provide it.. Instead,
14 Defendants threatened Plaintiff with termination and escalated in their harassment and retaliation
15 toward Plaintiff.

16 149. As a result of Defendants' failure to accommodate, Plaintiff has suffered and continues
17 to suffer lost wages, benefits, and emotional distress in amounts to be determined at trial according to
18 proof.

19 150. Defendants' failure to accommodate Plaintiff's disabilities was done intentionally, in a
20 malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

21 151. Plaintiff is entitled to all damages and penalties allowed by law in amounts to be
22 determined at trial according to proof. Plaintiff also seeks all interest, attorney's fees, and costs allowed
23 by law, including but not limited to, common law, Labor Code 2699, and the Americans with
24 Disabilities Act.

1 **FIFTEENTH CAUSE OF ACTION**

2 **FAILURE TO ENGAGE IN AN INTERACTIVE PROCESS**

3 **Cal. Gov't Code §§ 12940 *et seq.***

4 **(Alleged by Plaintiff Individually against All Defendants)**

5 152. All outside paragraphs of this Complaint are incorporated into this section.

6 153. Plaintiff was at all times material hereto an employee covered by California
7 Government Code Section 12940 et seq.

8 154. Plaintiff is informed and believes, and thereon alleges, that Defendants are, and at all
9 times material hereto have been, employers within the meaning of California Government Code
10 sections 12926(c) and 12945.2.

11 155. Plaintiff timely filed charges of retaliation in violation of FEHA with the California
12 Civil Rights Department ("CRD"). The CRD has issued a Right-to-Sue notice pursuant to California
13 Government Code section 12965(b) , permitting Plaintiff to bring this action. Therefore, Plaintiff has
14 exhausted her administrative remedies. See Exhibit 1 attached hereto.

15 156. Pursuant to the Fair Employment and Housing Act, if employer is aware of employee's
16 disability, the employer has an affirmative duty to to engage in a timely, good faith, interactive process
17 with the employee to determine effective reasonable accommodations..

18 157. Plaintiff has disabilities within the meaning of California Government Code Section
19 12940. She suffers from severe anxiety. As a result, Plaintiff required a reasonable accommodation.

20 158. Plaintiff was willing to participate in an interactive process to determine whether a
21 reasonable accommodation could be made.

22 159. Defendants were aware that Plaintiff required accommodation when she returned from
23 her temporary disability leave, but refused to engage in a proper interactive process with her.

24 160. Defendants failed to engage in timely, good faith, interactive process with Plaintiff
25 regarding reasonable accommodations for Plaintiff's known disabilities. Plaintiff suffered from
26 disabilities related to her diagnosed anxiety and stress. As a result, Plaintiff required reasonable
27 accommodation.
28

161. Instead, Defendants threatened Plaintiff with termination and escalated in their harassment and retaliation toward Plaintiff.

162. As a result of Defendants' failure to engage, Plaintiff has suffered and continues to suffer lost wages, benefits, and emotional distress in amounts to be determined at trial according to proof.

163. Defendants' failure to engage in timely, good faith, interactive Process with Plaintiff regarding reasonable accommodation for Plaintiff's disabilities was done intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

164. Plaintiff is entitled to all damages and penalties allowed by law in amounts to be determined at trial according to proof. Plaintiff also seeks all interest, attorney's fees, and costs allowed by law, including but not limited to, common law, Labor Code 2699, and the Americans with Disabilities Act.

SIXTEENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

165. All outside paragraphs of this Complaint are incorporated into this section.

166. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

167. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

168. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*

1 *Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
2 files suit is always the real party in interest.”])

3 169. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
4 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
5 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
6 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of the employee and other current or former
8 employees against whom a violation of the same provision was committed pursuant to the procedures
9 specified in Section 2699.3. “

10 170. Any allegations regarding violations of the IWC Wage Orders are enforceable as
11 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
12 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

13 171. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
14 penalties under the PAGA.

15 172. On or about **June 13, 2025**, Plaintiff paid the requisite PAGA filing fee and provided
16 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
17 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
18 violations.

19 173. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
20 Code Violations” is attached hereto as Exhibit 2 and incorporated by reference as though fully set
21 forth herein (the “PAGA notice”).

22 174. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
23 written PAGA notice from the LWDA.

24 175. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
25 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
26 providing a description of any actions taken to cure the alleged violations.

27 176. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
28 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate

the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

177. As set forth in the PAGA notice attached as Exhibit 2 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- i. ***Retaliation.*** Violation of Labor Code §§ 98.6, 1102.5.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

178. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

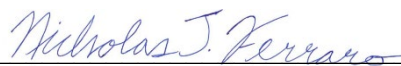
PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a Class action;
- b. For appointment of Plaintiff as the Class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of Class members into appropriate Classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest
- k. For **punitive** damages according to proof, as allowed by law;
- l. For this action to be maintained as a representative action under the PAGA;
- m. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- n. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- o. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- p. For such other relief the Court deems just and proper.

Dated: August 29, 2025

Ferraro Vega Employment Lawyers, Inc.



Nicholas J. Ferraro

Attorney for Plaintiff Keagan Milan Dunn-King

EXHIBIT 1

Right to Sue



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 28, 2025

Dorota James
3333 Camino del Rio South, Suite 300
San Diego, CA 92108

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202508-30983129
Right to Sue: Dunn-King / Aegis Treatment Centers, LLC et al.

Dear Dorota James:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 28, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202508-30983129

Right to Sue: Dunn-King / Aegis Treatment Centers, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 28, 2025

Keegan Milan Dunn-King

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202508-30983129

Right to Sue: Dunn-King / Aegis Treatment Centers, LLC et al.

Dear Keegan Milan Dunn-King:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 28, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Keegan Dunn-King

CRD No. 202508-30983129

Complainant,

vs.

Aegis Treatment Centers, LLC
7246 Remmet Avenue
Canoga Park, CA 91303

Pinnacle Treatment Centers, Inc.
1317 New Jersey 73 N. Suite 200
Mount Laurel Township, NJ 08054

Respondents

-
1. Respondent **Aegis Treatment Centers, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
 2. Complainant is naming **Pinnacle Treatment Centers, Inc.** business as Co-Respondent(s).
 3. Complainant **Keegan Milan Dunn-King**, resides in the City of , State of .
 4. Complainant alleges that on or about **July 29, 2025**, respondent took the following adverse actions:
 - Complainant was harassed** because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric).
 - Complainant was discriminated against** because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was forced to quit, denied accommodation for a disability.
 - Complainant experienced retaliation** because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation and as a result was forced to quit, denied accommodation for a disability.

Additional Complaint Details: Respondents failed to accommodate Complainant's known disabilities. Specifically, Respondent suffered from disabilities related to anxiety and stress. Respondents were aware of Complainant's condition, but they refused to accommodate her disabilities. Instead, Respondents engaged in harassing, threatening, and retaliatory behavior toward Complainant.

Additionally, Respondents failed to engage in timely, good faith, interactive process with Complainant to determine effective, reasonable accommodations for Complainant's known disabilities. Specifically, Complainant suffered from disabilities related to anxiety and stress. Although Respondents were aware of Complainant's condition, they refused to engage in a timely, good faith, interactive process to determine effective, reasonable accommodations for Complainant's known disabilities. Instead, Respondents engaged in harassing, threatening, and retaliatory behavior toward Complainant.

1 VERIFICATION

2 I, **Dorota James**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
5 information and belief, which I believe to be true.

6 On August 28, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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28
San Diego, California

EXHIBIT 2

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 13, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Aegis Treatment Centers, LLC
7246 Remmet Avenue
Canoga Park, CA 91303

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Pinnacle Treatment Centers, Inc.
1317 Route 73 N., Suite 200
Mt. Laurel, NJ 08054

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **KEAGAN MILAN DUNN-KING** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

AEGIS TREATMENT CENTERS, LLC; PINNACLE TREATMENT CENTERS, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment

or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Counselor II from about January 2024 to the Present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage

laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants required Plaintiff and aggrieved employees to complete work while off-the-clock, without compensation.

First, Defendants implemented an unlawful policy requiring employees to perform work during unpaid meal periods and after clocking out for the day. Plaintiff, along with other aggrieved employees, was routinely required to clock out for meal breaks but was nonetheless expected to continue working during those periods due to job demands and chronic understaffing. For instance, Plaintiff was regularly expected to complete documentation, attend trainings, and respond to Teams messages during her unpaid meal breaks. Defendants’ consultation scheduling practices made it frequently impossible for Plaintiff and similarly situated employees to take compliant meal periods.

Additionally, Plaintiff and the aggrieved employees were required to complete work-related tasks, such as finalizing consultation notes, after clocking out at the end of their shifts. Defendants maintained a policy of reprimanding employees for performing such tasks while clocked in if it would result in overtime compensation. Consequently, employees, including Plaintiff, would clock out and then continue working to avoid disciplinary action.

Second, Defendants failed to compensate Plaintiff and other aggrieved employees for all hours spent on required training. This included time spent completing e-trainings, onboarding documentation, drug testing, and other mandatory activities. Despite these requirements, Defendants did not pay employees for the time spent on such tasks.

As a result of Defendants’ unlawful policies requiring off-the-clock work, they failed to compensate Plaintiff and other aggrieved employees for all hours worked, leading to the underpayment of regular wages.

Thus, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime **Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for

an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at the lawful rate for overtime hours worked, resulting in unpaid overtime compensation. As detailed in the “Unpaid Hours Worked” section above, Defendants routinely failed to compensate Plaintiff and other aggrieved employees for work performed off the clock, as well as for missed, late, or interrupted meal and rest periods. When Plaintiff and the aggrieved employees worked in excess of eight hours in a day or forty hours in a week, these unlawful practices led to systematic underpayment of overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(i): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Defendants failed to provide Plaintiff and aggrieved employees with all sick leave accrued. Plaintiff and aggrieved employees worked off the clock, overtime hours that were not accounted for when calculating an employee’s accrued paid sick leave. Therefore, Plaintiff and other aggrieved employees were not awarded the total accrued sick leave time they had earned.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants failed to provide Plaintiff and the aggrieved employees with compliant meal periods as required under California law. Plaintiff and other aggrieved employees routinely experienced missed, late, shortened, and interrupted meal breaks due to excessive job demands and chronic understaffing. For example, Plaintiff and others were required to complete session notes, attend trainings, and respond to messages during their unpaid meal periods. Defendants structured work schedules in such a way that taking legally compliant meal periods was often not feasible. Employees were expected to remain available at all times—responding to Teams messages, making calls, completing documentation, or actively engaging in counseling sessions.

Despite these working conditions, Defendants maintained an unlawful policy and practice of requiring employees to clock out for meal periods, thereby creating the false appearance that compliant meal breaks were being taken. In reality, Plaintiff and the aggrieved employees were denied lawful meal periods and were not relieved of all duties. Furthermore, Defendants failed to pay all legally required meal period premiums to Plaintiff and the aggrieved employees.

As a result of these violations, Plaintiff seeks to recover civil penalties both individually and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted under the California Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide all legally required rest periods to Plaintiff and the aggrieved employees, and failed to pay the corresponding rest period premiums. As described in the "Unpaid Meal Period Premium" section above, due to excessive job demands, chronic understaffing, and the nature of the work, Plaintiff and other aggrieved employees were rarely, if ever, authorized or permitted to take their full rest periods. Defendants effectively required employees to waive or forego their rest breaks in violation of California law.

For example, Plaintiff and other aggrieved employees were routinely unable to take either their first or second rest breaks during shifts due to Defendants' back-to-back scheduling practices. Plaintiff alleges she was rarely, if ever, able to take compliant rest periods because of Defendants' ongoing requirements that employees remain constantly available to perform work-related duties. When Plaintiff and another aggrieved employee raised concerns about missed breaks, they were told that breaks could only be taken after all paperwork had been completed—an unlawful condition on the right to rest breaks.

As a result of these violations, Plaintiff seeks to recover civil penalties on her own behalf and on behalf of the State of California and all aggrieved employees, up to the maximum amount permitted under the California Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendants failed to pay all premiums, overtime, regular, sick leave, and other earnings on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendants violated Labor Code section 226(a)(2) by failing to accurately report the “total hours worked” by Plaintiff and the aggrieved employees. The wage statements issued by Defendants did not reflect all hours worked, as they omitted uncompensated time resulting from Defendants’ unlawful policy and practice of requiring off-the-clock work.

As a result, Plaintiff and the aggrieved employees were unable to promptly and easily determine from the wage statements alone the wages earned or paid, without consulting additional documents or information. These violations are significant because they created confusion regarding the amounts owed and paid, applicable pay rates, total hours worked, and the basis for wage calculations. The wage statements provided a misleading and inaccurate accounting of employee earnings, effectively concealing wage underpayments and Defendants’ noncompliance with labor laws.

Accordingly, Plaintiff seeks to recover civil penalties both individually and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted under the California Labor Code.

Retaliation **Violation of Labor Code §§ 98.6 and 1102.5**

Defendants violated **Labor Code section 98.6** and **Labor Code section 1102.5** by retaliating against Plaintiff for making complaints about unlawful workplace conditions, including wage violations, missed breaks, and violations of HIPAA and OSHA regulations.

Labor Code section 98.6 prohibits an employer from discharging, retaliating, or taking any adverse action against an employee for engaging in protected activity, including making complaints about unpaid wages, exercising rights under the Labor Code, or initiating an action under the Private Attorneys General Act (PAGA).

Labor Code section 1102.5 further protects whistleblowers and provides that an employer may not retaliate against an employee for disclosing information, or for refusing to participate in activity, that the employee reasonably believes violates a local, state, or federal law or regulation. This includes internal disclosures to supervisors or persons with authority to investigate the complaint.

Plaintiff engaged in protected activity under both statutes by making internal complaints regarding wage and hour violations, including off-the-clock work, missed breaks, and failure to pay overtime; as well as by raising serious concerns about HIPAA and OSHA violations within the workplace. After making these disclosures, Plaintiff was subjected to a series of retaliatory and adverse employment actions.

On **January 9, 2025**, shortly after raising these concerns, Plaintiff was summoned to a meeting and issued a verbal warning based on a false accusation, during which Defendants also threatened her with termination. At that time, Plaintiff had no history of disciplinary action or documented performance issues. On **April 7, 2025**, she received a negative performance review that was not based on any substantiated concerns, which directly affected her eligibility for an annual raise.

Following these complaints, Plaintiff also experienced differential treatment regarding her use of paid time off: her requests were denied while those of other employees were granted. Defendants further retaliated by relocating Plaintiff's office to a location adjacent to a supervisor who had exhibited hostility toward her, and by instituting a policy of filming her counseling sessions—practices not applied to similarly situated employees. Plaintiff's repeated efforts to report these issues were met with continued hostility and inaction.

Plaintiff is informed and believes that, had she not reported these violations, she would have received a raise and been free from retaliatory treatment.

As a result of these violations, Plaintiff seeks to recover civil penalties both as an individual and on behalf of the State of California and other aggrieved employees, up to the maximum amount allowed under the California Labor Code, including but not limited to penalties under **Labor Code sections 98.6, 1102.5, and 2699**.

Failure to Maintain Accurate Records **Violation of Labor Code § 1174; IWC Wage Orders**

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink that reads "Dorota James". The signature is written in a cursive, flowing style.

Dorota A. James

Cc Plaintiff Keagan Milan Dunn-King

Elyzabeth Frausto – Defendants Talent Business Partner
efrausto@pinnacletreatment.com

jg