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on behalf of himself and all others similarly situated

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/06/2026  
By: E. Leon Barrientos Deputy

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

MARKUS MOSS, an individual, on behalf of  
himself and others similarly situated,

Plaintiff,

vs.

AKUA BEHAVIORAL HEALTH, INC., a  
California stock corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 25CV017840

CLASS ACTION

Assigned for All Purposes To:

Hon. Lauri A. Damrell

Dept.: 22

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

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

**DEMAND FOR JURY TRIAL**

Original Complaint Filed: July 28, 2025

Trial Date: None Set

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

### 5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former Employees  
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are  
8 or were employed as non-exempt, hourly employees, including as Clinical Technicians, and in those  
9 and related positions, by Defendants AKUA BEHAVIORAL HEALTH, INC., a California stock  
10 corporation; and DOES 1 through 50, inclusive (all defendants being collectively referred to herein  
11 as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of  
12 the California Labor Code, relevant orders of the Industrial Welfare Commission (“IWC”), and the  
13 California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for  
15 Defendants, including as Clinical Technicians, and those in similar and related positions pertaining  
16 to providing individualized treatment and clinical services to people struggling with mental health  
17 and/or substance use addiction at Defendants’ facilities, locations, and communities in California.  
18 Plaintiff, and upon information and belief other similarly situated Employees, were required to  
19 perform work tasks based out of Defendants’ facilities in California. Plaintiff was employed by  
20 Defendants as a Clinical Technician with duties that included, but not limited to, assisting with  
21 observing and overseeing clients, housekeeping, taking vital signs and examining patients, running  
22 group sessions, counseling patients.

23 3. Defendant AKUA BEHAVIORAL HEALTH, INC. is a California corporation  
24 which lists its principal address with the California Secretary of State in Newport Beach, California,  
25 in Orange County. Additionally, AKUA BEHAVIORAL HEALTH, INC. is the entity listed on  
26 Plaintiff W-2 and wage statements. AKUA BEHAVIORAL HEALTH, INC. is listed as a registrant  
27 of a fictitious business name Akua Mind & Body.

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1           4.       Akua Detox Addiction Treatment Sacramento is the site AKUA BEHAVIORAL  
2 HEALTH, INC. instructed Plaintiff to report to. The website for AKUA BEHAVIORAL HEALTH,  
3 INC. explains “Akua Mind Body’s Residential Detox and Treatment program is tailored for adult  
4 men & women struggling with substance use and addiction. We offer medication-assisted  
5 treatment in a safe & comfortable location in California’s Sacramento Region.” Upon information  
6 and belief, AKUA BEHAVIORAL HEALTH, INC. operates and does business as Akua Mind &  
7 Body. Plaintiff was employed by Defendants at the Akua Detox Addiction Treatment facility in  
8 Sacramento, and Defendants employed other class members there and at the other facilities in  
9 Sacramento County and throughout California that Defendants operate.

10           5.       Defendants employed other similarly situated Class members as Clinical  
11 Technicians, and employees in similar and related positions in connection with their treatment  
12 facilities located throughout California. Plaintiff and the other similarly situated Class members  
13 worked at Defendants’ behest without being paid all wages due and without being provided all  
14 required meal and/or rest breaks. More specifically, Plaintiff and the other similarly situated Class  
15 members were employed by Defendants and shared similar job duties and responsibilities, were  
16 subjected to the same policies and practices, and endured similar violations at the hands of  
17 Defendants as the other Class members who served in similar and related positions.

18           6.       Defendants required Plaintiff and the Employees in the Class to work off-the-clock  
19 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate  
20 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and  
21 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from  
22 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class  
23 with lawful meal and rest periods, as Employees were required to remain under Defendants’ control  
24 and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and  
25 meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

26           7.       This Court has jurisdiction over this Action pursuant to California Code of Civil  
27 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as  
28 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code

1 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to  
2 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and  
3 liabilities giving rise to this lawsuit occurred, at least in part in Sacramento County. Defendants also  
4 employ and employed Class members at their facilities there, and Plaintiff was employed by  
5 Defendants at the Akua Detox Addiction Treatment facility in Sacramento.

6 8. The true names and capacities, whether individual, corporate, associate, or whatever  
7 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to  
8 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil  
9 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated  
10 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner  
11 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to  
12 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when  
13 their identities become known.

14 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in  
15 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out  
16 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each  
17 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all  
18 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised  
19 control over the wages, hours or working conditions of Employees, created and implemented the  
20 policies and practices that governed the employment of Plaintiff and the Class members and dictated  
21 their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other  
22 Employee Class members to work, or engaged them, thereby creating a common law employment  
23 relationship with the Employee Class members. Therefore, Defendants, and each of them, employed  
24 or jointly employed the Employee Class members.

#### 25 **FACTUAL BACKGROUND**

26 10. The Employees who comprise the Class, including Plaintiff, are non-exempt  
27 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).  
28 During the period of four years prior to the filing of this action through its resolution, the Employee

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

9 11. During the course of Plaintiff and the Class members' employment with Defendants,  
10 they were not paid all wages they were owed, including for all work performed (resulting in "off-  
11 the-clock" work) and for all their overtime hours worked and were subjected to unlawful rounding,  
12 and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing  
13 violations of the California Labor Code and relevant IWC Wage Orders. On information and belief,  
14 Defendants employ other non-exempt, hourly employees as Clinical Technicians, and those in  
15 similar and related positions based out of their facilities in California.

16 12. Plaintiff was employed by Defendants as a Clinical Technician at Defendants' Fair  
17 Oaks facilities in Sacramento, California. Plaintiff's job duties included managing and watching  
18 clients living on-site, conducting vital and wellness checks, observing and examining patients who  
19 were detoxing to ensure their safety, passing out medication to patients, counseling patients and  
20 occasionally running group sessions on some weekends, among other tasks. Plaintiff was generally  
21 scheduled to work shifts of eight hours, and typically worked the morning shift from 6:00 a.m. to  
22 2:30 p.m., between 40-48 hours per week, and five to six days per week.

23 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed  
24 from their unlawful timekeeping procedures. While Defendants required Plaintiff to use an app  
25 through his personal cellphone to record his shift start and end times, and the start and end times for  
26 meal periods, the times were generally not recorded contemporaneously with the actual hours  
27 worked. Plaintiff would arrive 10-15 minutes before the start of his shift in order to complete his  
28 job duties in a timely fashion. However, he was not permitted to record this time because it would

1 be constituted as unauthorized or unapproved overtime, and he could face disciplinary action. If  
2 Plaintiff did clock in early, then Defendants would also manually adjust his time records to reflect  
3 that he clocked-in at his scheduled start time. Moreover, on occasions after Plaintiff clocked out at  
4 the end of his shift, he would be required to work or otherwise remain under Defendants' control,  
5 including staying 10-20 minutes for work purposes, such as counseling clients, deescalating tense  
6 situations, and/or waiting for co-workers to arrive to cover the next shift. Thus, Defendant compelled  
7 Plaintiff to endure substantial off-the-clock work before and after his schedule shift hours.

8 14. Additionally, Defendants would require Plaintiff to have his phone, computer, and/or  
9 laptop available to access Microsoft Teams at all times, including after work hours, in order to  
10 respond to Defendants' work-related messages regarding patient updates and scheduling, among  
11 other communications, resulting in further off-the-clock work that was unpaid. Upon information  
12 and belief, the Class members were also subjected to similar unpaid off-the-clock work by  
13 Defendants resulting in similar violations as Plaintiff.

14 15. Plaintiff was therefore not paid for all his hours worked at the required minimum,  
15 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy  
16 and practice of requiring him to work off-the-clock and without pay. Defendants systematically  
17 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for  
18 all hours over eight in a work shift or over forty in a work week. Upon information and belief, the  
19 Class members were bound by similar scheduling and timekeeping policies and endured similar  
20 violations at Defendants' hands as Plaintiff.

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

1 in any given day and/or more than forty hours in any given week.

2 17. Therefore, from at least four years prior to the filing of this lawsuit and continuing  
3 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all  
4 hours worked and failing to pay minimum wages for all time worked, as required by California law.  
5 Also, from at least four years prior to the filing of this lawsuit and continuing to the present,  
6 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation  
7 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a  
8 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of  
9 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

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

17 19. More specifically, Plaintiff worked shifts that entitled him to at least one meal period,  
18 but due to Defendants' prioritization of the well-being of their patients, Plaintiff was compelled to  
19 delay his meal periods or have them interrupted. The demanding workloads, patient demands, and  
20 management expectations also contributed to Plaintiff either working through meal period, not  
21 taking them, or taking them late so work could be accomplished. Despite all this, Defendants  
22 instructed Plaintiff to record a full thirty-minute meal period as required under the Labor Code and  
23 Wage Orders. For example, Plaintiff would clock out for his meal periods, but continue working his  
24 rounds and checking up on patients across Defendants' premises, and clock back in after thirty-  
25 minutes. Additionally, if Plaintiff were to fail to clock out for a meal period, management would  
26 alter his time records to retroactively input that he took a compliant thirty-minute meal period.  
27 Moreover, even when Plaintiff was afforded a meal period, due to the chronic understaffing, he was  
28 not allowed to leave Defendants' facilities to take a meal period. Thus, Defendants exerted unlawful

1 control over him and thus failed to pay him for these hours worked.

2 20. Therefore, meal period violations systematically occurred throughout all of  
3 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty  
4 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.  
5 Upon information and belief, the other Class members were subjected to similar unlawful policies  
6 and practices and endured similar violations as Plaintiff.

7 21. Defendants thus failed to provide all the legally required unpaid, off-duty meal  
8 periods to Plaintiff as required by the applicable Wage Order and Labor Code. Plaintiff was required  
9 to perform work as ordered by Defendants for more than five hours during a shift without receiving  
10 compliant meal periods. Additionally, as addressed above, Defendants followed a practice of  
11 requiring off-the-clock work in a manner that would impact when Plaintiff received meal periods  
12 and required him to respond to work demands during his meal breaks, leading to further violations.

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

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

27 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all  
28 legally required off-duty, unpaid meal periods is and will be evidenced by Defendants' business

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

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

18 25. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff  
19 and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift  
20 work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either  
21 not authorized permitted the opportunity to take a rest break, or were required to remain under  
22 Defendants' control and respond to work demands if and when they even attempted to take one.  
23 Upon information and belief, Defendants also failed to authorize and permit Employees to leave the  
24 premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and  
25 the Class members to remain under their control during required off-duty rest break times.

26 26. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as  
27 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even  
28 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free, net

1 ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees  
2 during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise  
3 authorize and permit them. Plaintiff and the Class members worked eight on an average shift, and  
4 were required to receive at least two rest breaks. Given the work demands, chronic understaffing,  
5 and pressure from Defendants' management, Plaintiff and the Class members were compelled to  
6 not take rest breaks despite working extended shifts. Defendants have produced no evidence of any  
7 payments for rest break violations under Labor Code § 226.7.

8         27. Defendants' uniformly applied policies and practices thus resulted in untimely and  
9 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class  
10 members worked shifts of at least eight hours, which required at least two rest breaks. Even on the  
11 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was not  
12 permitted to take a second break, and those that were provided were often late and generally  
13 interrupted by job duties and requirements.

14         28. During rest periods, employers must relieve employees of all duties and relinquish  
15 control over how employees spend their time. Plaintiff and the Class members were and are under  
16 Defendants' control when they are working through rest breaks and remaining under Defendants'  
17 control. Defendants have also provided either impermissibly shortened or untimely meal and rest  
18 breaks to Plaintiff and the Class members. Plaintiff and the Class members were thus not authorized  
19 to take lawful rest periods, were systematically required by Defendants to work through or during  
20 rest breaks, and were not provided with one hour's wages in lieu thereof. They were required to  
21 remain on-duty during rest breaks or portions of their rest breaks, thus making them either untimely  
22 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise  
23 remain under Defendants' control during rest breaks under Defendants' uniformly applied policies  
24 and practices. Rest period violations therefore arose in one or more of the following manners:

- 25                 (a) Class members were required to work without being provided a minimum ten  
26 minute rest period for every four hours or major fraction thereof worked and  
27 were not compensated one hour of pay at their regular rate of compensation  
28 for each workday that a rest period was not provided;

1 (b) Class members were not authorized and permitted to take timely rest periods  
2 for every four hours worked, or major fraction thereof; and

3 (c) Class members were required to remain on-duty and under Defendants'  
4 control during rest periods or otherwise had their rest periods interrupted by  
5 work demands.

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

12 30. Upon information and belief, Defendants also failed to provide Employees such as  
13 Plaintiff at the time of his employment and thereafter with written notice complying with all the  
14 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall  
15 provide to each employee a written notice, in the language the employer normally uses to  
16 communicate employment-related information to the employee, containing" specific required  
17 information. Upon information and belief, Defendants failed to provide this information to the Class  
18 Members as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and  
19 the Class members certain specific information upon hiring pursuant to California Labor Code §  
20 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired and  
21 upon information and belief Defendants committed similar violations in connection with similarly  
22 situated and aggrieved Class members.

23 31. Defendants have also consistently failed to provide Class members with timely,  
24 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,  
25 including by the above-described requirement of off-the-clock work, failure to pay all overtime and  
26 double time wages owed and failure to pay them at the appropriate premium rates, and failure to  
27 pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating  
28 any overtime or meal period or rest break premium wages and by the systematic and unlawful

1 deductions Defendants took from Employee wages. Defendants have also made it difficult to  
2 account with precision for the unlawfully withheld wages and meal and rest period compensation  
3 owed to Plaintiff and the Class, during the liability period, including because they did not calculate  
4 the regular rate of pay correctly when paying overtime or meal period premiums and because they  
5 did not implement and preserve a record-keeping method as required for non-exempt employees by  
6 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.  
7 Upon information and belief, time clock punches were not maintained or were not accurately  
8 maintained for work shifts. Defendants also failed to accurately record and pay for all regular and  
9 overtime hours worked and submitted by Plaintiff and the Class members, including by failing to  
10 pay all overtime hours at the correctly calculated overtime premium rate.

11         32. Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately  
12 reporting total hours worked and total wages earned by Plaintiff and the Class members, along with  
13 the appropriate applicable rates, among others requirements. Plaintiff and the Class members are  
14 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §  
15 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC  
16 Wage Orders by failing to maintain time records showing when the employee begins and ends each  
17 work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours  
18 worked by itemizing in wage statements all deductions from payment of wages and accurately  
19 reporting total hours worked. Defendants also failed to accurately list the name and address of the  
20 legal entity that employed Plaintiff and other Class members.

21         33. The failure to maintain accurate timekeeping records perpetrated by Defendants has  
22 also been exacerbated by other off-the-clock work Defendants required their Employees to endure.  
23 For example, after clocking out, Plaintiff frequently performed additional work assisting patients or  
24 colleagues who required assistance, especially during emergencies. Plaintiff was not permitted to  
25 record this time because it would constitute unauthorized overtime and she would face disciplinary  
26 action. Plaintiff and the Class members were also required to work or otherwise remain under  
27 Defendants' control after their shift end times, including while remaining on-site and through after  
28 hours work-related communications regarding scheduling and other work requirements.

1           34. Defendants have failed to maintain timekeeping records for Plaintiff that would  
2 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and  
3 the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked,  
4 and by under-recording regular hours to the detriment of the Class members, Defendants have  
5 committed knowing and intentional ongoing violations of the record keeping requirements under  
6 the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate  
7 ones.

8           35. Defendants also required Plaintiff and the Class members to work hours off-the-  
9 clock for which they were not compensated. They were required to endure off-the-clock work  
10 addressed above during interrupted or otherwise on-duty meal and rest periods and were subjected  
11 to systematic off-the-clock work and rounding and miscalculation. Therefore, Defendants have also  
12 followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other  
13 similarly situated Employees at the time of their termination or within seventy-two hours of their  
14 resignation, as required by California wage-and-hour laws, including Labor Code § 203.

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

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

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37. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the personal cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and the purchase of equipment such as personal laptops in order to properly conduct his job duties. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, and 1199, 2698 *et seq.*, 2802, 2810.5 and California Code of Regulations, Title 8, section 11000 *et seq.*

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

## CLASS ALLEGATIONS

40. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes Clinical Technicians and those in similar and related positions pertaining to providing individualized treatment and clinical services to people struggling with mental health and/or substance use addiction at Defendants’ facilities, locations, and communities in California. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not

1 compensated for all hours worked for Defendants at the applicable minimum wage.

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

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

8           d.     Subclass 4. Rest Break Subclass. All Class members who were subject to  
9 Defendants' policy and/or practice of failing to authorize and permit Employees to take  
10 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction  
11 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

12           e.     Subclass 5. Unauthorized Deductions from Wages Subclass. All Class  
13 members who were subject to Defendants' policy and/or practice of deducting wages earned from  
14 their pay, including by requiring off-the-clock work.

15           f.     Subclass 6. Wage Statement Subclass. All Class members who, within the  
16 applicable limitations period, were not provided with accurate itemized wage statements.

17           g.     Subclass 7. Payroll Records Subclass. All Class members who were  
18 subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as  
19 required by California wage-and-hour laws.

20           h.     Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All  
21 Class members who were subject to Defendants' policy and practice of not timely paying all wages  
22 earned when they were due and payable at least twice monthly.

23           i.     Subclass 9. Termination Pay Subclass. All Class members who, within the  
24 applicable limitations period, either voluntarily or involuntarily separated from their employment  
25 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon  
26 termination.

27           j.     Subclass 10. Expense Reimbursement Subclass. All Class members who  
28 incurred necessary and reasonable expenses in connection with performing their job duties for

1 Defendants and who were subject to a policy and/or practice under which such expenses were not  
2 reimbursed.

3 k. Subclass 11. UCL Subclass. All Class members who are owed restitution  
4 as a result of Defendants' business acts and practices, to the extent such acts and practices are found  
5 to be unlawful, deceptive, and/or unfair.

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

10 42. Defendants, as a matter of company policy, practice and procedure, and in violation  
11 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,  
12 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in  
13 a practice whereby Defendants failed to correctly calculate and pay compensation for the time  
14 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the  
15 benefit of this work, required Employees to perform this work and permitted or suffered to permit  
16 this work. Defendants have uniformly denied these Class members wages to which these employees  
17 are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to  
18 unfairly cheat the competition and unlawfully profit.

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

23 **A. Numerosity**

24 44. The potential members of the class as defined are so numerous that joinder of all the  
25 member of the class is impracticable. While the precise number of class member has not been  
26 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the  
27 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class  
28 definition within the State of California. Plaintiff alleges that Defendants' employment records will

1 provide information as to the number and location of all Class members.

2 **B. Commonality**

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

- 9 a. Whether Defendants failed to pay Employees minimum wages;
- 10 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 11 c. Whether Defendants failed to pay Employees overtime as required under Labor  
12 Code § 510;
- 13 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all  
14 Employees during the relevant time period for all hours worked, whether regular  
15 or overtime;
- 16 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable  
17 IWC Wage Orders, by failing to provide Employees with requisite meal periods  
18 or premium pay in lieu thereof;
- 19 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC  
20 Wage Orders, by failing to authorize and permit Employees to take requisite rest  
21 breaks or provide premium pay in lieu thereof;
- 22 g. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the  
23 IWC Wage Orders by failing to maintain accurate records of Class members'  
24 earned wages and work periods;
- 25 h. Whether Defendants violated Labor Code § 221;
- 26 i. Whether Defendants' conduct was willful;
- 27 j. Whether Defendants violated Labor Code § 226(a) by providing Employees with  
28 inaccurate wage statements;

- 1 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all  
2 wages earned at least twice monthly;
- 3 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay  
4 wages and compensation due and owing at the time of termination of  
5 employment;
- 6 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse  
7 Employees all necessary business expenses;
- 8 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;  
9 and
- 10 o. Whether Employees are entitled to equitable relief pursuant to Business and  
11 Professions Code § 17200 *et seq.*

12 **C. Typicality**

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

19 **D. Adequacy of Representation**

20 47. Plaintiff will fairly and adequately represent and protect the interest of the Employee  
21 Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced  
22 and competent in litigating employment class actions.

23 **E. Superiority of Class Action**

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

1           49. As to the issues raised in this case, a class action is superior to all other methods for  
2 the fair and efficient adjudication of this controversy, as joinder of all Class members is  
3 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class  
4 members. Further, as the economic or other loss suffered by vast numbers of Class members may  
5 be relatively small, the expense and burden of individual actions make it difficult for the Class  
6 members to individually redress the wrongs they have suffered. Moreover, in the event  
7 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a  
8 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in  
9 managing this case as a class action, and proceeding on a class-wide basis will permit Employees  
10 to vindicate their rights for violations they endured which they would otherwise be foreclosed from  
11 receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

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

19           51. Defendants, as prospective and actual employers of the Employees in the Class, had  
20 a special fiduciary duty to disclose to prospective Class members the true facts surrounding  
21 Defendants' pay practices, policies and working conditions imposed upon the similarly situated  
22 Employees as well as the effect of any alleged arbitration agreements that may have been forced  
23 upon them. In addition, Defendants knew they possessed special knowledge about pay practices and  
24 policies, most notably intentionally refusing to pay for all hours actually worked which should have  
25 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements  
26 and policies and practices on the Employees and Class as a whole.

27           52. Plaintiff and the Employees in the Class did not discover the fact that they were  
28 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there

1 ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by  
2 jury, right to collectively organize and oppose unlawful pay practices under California law as well  
3 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable  
4 statutes of limitation were tolled until such time as Plaintiff and the Class members discovered their  
5 claims.

6 **FIRST CAUSE OF ACTION**  
7 **FAILURE TO PAY MINIMUM WAGES**  
8 **(Against All Defendants)**

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

11 54. Defendants failed to pay Employees minimum wages for all hours worked.  
12 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees  
13 would work hours and not receive wages, including as alleged above in connection with off-the-  
14 clock work, including all the time required to remain on duty and under Defendants' control during  
15 meal and rest breaks and due to the chronic understaffing and heavy work demands placed upon  
16 them by Defendants' management and clients and by the unlawful deduction of hours. Defendants'  
17 uniformly applied policies required systematic off-the-clock work and underpayment of all wages  
18 owed to Employees over a period of time, while benefiting Defendants. During the relevant time  
19 period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,  
20 including by requiring systematic off-the-clock work. To the extent any local wage ordinances  
21 were also applicable to paying the employees an hourly rate above the minimum wage rate,  
22 Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of  
23 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a  
24 whole, as a result of implementing a uniform policy and practice that denied accurate compensation  
25 to Plaintiff and the other members of the Class as to minimum wage pay.

26 55. In California, employees must be paid at least the applicable state minimum wage  
27 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and  
28 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to

1 California Labor Code § 204, other applicable laws and regulations, and public policy, an employer  
2 must timely pay its employees for all hours worked. Defendants failed to do so.

3 56. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:  
4 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to  
5 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable  
6 minimum wage rate fixed by the commission for work during the relevant period is found in the  
7 Wage Orders.

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

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

20 59. In committing these violations of the California Labor Code, Defendants  
21 inaccurately recorded, or required Plaintiff and the Class members to input times that did not reflect  
22 their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time  
23 worked by Plaintiff and other members of the Class, including by requiring off-the-clock work as  
24 addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned  
25 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare  
26 Commission requirements and other applicable laws and regulations. As a result of these violations,  
27 Defendants also failed to timely pay all wages earned in accordance with California Labor Code §  
28 1194.

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

5           61.     In addition to restitution for all unpaid wages, pursuant to California Labor Code §  
6 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure  
7 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each  
8 employee minimum wages.

9           62.     Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further  
10 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest  
11 thereon.

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

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

1 recover statutory costs.

2 **SECOND CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

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

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

21 68. Defendants had a consistent policy of not paying Employees wages for all hours  
22 worked, including by requiring off-the-clock work, by unlawful deductions, by under-reporting  
23 actual hours worked, and by requiring Employees to do so as well as addressed above. Defendants  
24 also failed to pay overtime when it was incurred due to the off-the-clock work, as detailed above.

25 69. Defendants thus had a consistent policy of not paying Employees wages for all hours  
26 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and  
27 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain  
28 employees’ hours, including Plaintiff’s, or required Plaintiff and the Class members to do so, or

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

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

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

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

1 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid  
2 to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this  
3 section are in addition to any other civil or criminal penalty provided by law.” Defendants have  
4 violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage  
5 Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code §  
6 558.

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

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

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

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

12 78. Defendants failed to provide Employees with meal periods as required under the  
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required  
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants  
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise  
16 had them shortened and interrupted by work demands and requirements to perform off-the-clock  
17 work and remain under Defendants' control. Furthermore, upon information and belief, on the  
18 occasions when Employees worked more than ten hours in a given shift, they did so without  
19 receiving a second uninterrupted thirty-minute meal period as required by law.

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

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

1 provided. Defendants thus failed to compensate the Employees in the Class for each meal period  
2 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11  
3 and 20 of the applicable IWC Wage Order.

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

10 **FOURTH CAUSE OF ACTION**

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

12 **(Against All Defendants)**

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

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

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

28 ///

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

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

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

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

**FIFTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 221**  
**(Against All Defendants)**

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

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

91. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off-the-clock work, by miscalculating overtime, and not paying one hour of pay

1 at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and  
2 the other Class members, as alleged above. By not compensating Employees for all hours worked  
3 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

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

6 **SIXTH CAUSE OF ACTION**  
7 **VIOLATION OF LABOR CODE § 226(a)**  
8 **(Against All Defendants)**

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

11 94. California Labor Code § 226(a) requires an employer to furnish each of his or her  
12 employees with an accurate, itemized statement in writing showing the gross and net earnings, total  
13 hours worked, and the corresponding number of hours worked at each hourly rate; these statements  
14 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay  
15 the employee's wages; or, if wages are paid by cash or personal check, these statements may be  
16 given to the employee separately from the payment of wages; in either case the employer must give  
17 the employee these statements twice a month or each time wages are paid.

18 95. Defendants failed to provide Plaintiff and the similarly situated Employee Class  
19 members with accurate itemized wage statements in writing, as required by the Labor Code and  
20 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to  
21 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,  
22 including for all overtime and double time hours worked and for deficient meal periods and rest  
23 breaks, all of which Defendants knew or reasonably should have known were owed to the  
24 Employees, as alleged above.

25 96. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff  
26 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)  
27 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units  
28 earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
2 employee and only the last four digits of his or her social security number or an employee  
3 identification number other than a social security number, (8) the name and address of the legal  
4 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the  
5 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code  
6 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.  
7 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such  
8 timely and accurate wage and hour statements.

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

24         98. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers  
25 are required "to pay each employee, on the established payday for the period involved, not less than  
26 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §  
27 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under  
28 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may

1 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of  
2 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC  
3 Wage Orders.

4 99. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §  
5 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the  
6 Class suffered injuries, including among other things confusion over whether they received all  
7 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing  
8 them to make mathematical computations to analyze whether the wages paid in fact compensated  
9 them correctly for all hours worked.

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

16 **SEVENTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

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

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

25 103. During the course of Plaintiff's and Employees' employment, Defendants  
26 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as  
27 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and  
28 premium pay as discussed above and failing to document and pay for actual hours worked.

104. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately record Employees' hours worked.

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

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

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

**EIGHTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 204**  
**(Against All Defendants)**

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

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

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1 110. All wages due and owing to Plaintiff and the Class members, including as required  
2 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages  
3 required by Labor Code § 1194 and other sections became due and payable to each employee in  
4 each pay period that he or she was not provided with a meal period or rest period or paid straight or  
5 overtime wages to which he or she was entitled.

6 111. Defendants violated Labor Code § 204 by systematically refusing to timely pay  
7 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the  
8 applicable IWC Wage Orders, employers are required “to pay each employee, on the established  
9 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
10 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer  
11 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”  
12 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor  
13 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under  
14 paragraph 20 of the applicable IWC Wage Orders.

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

20 **NINTH CAUSE OF ACTION**  
21 **VIOLATION OF LABOR CODE § 203**  
22 **(Against All Defendants)**

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

25 114. Plaintiff and numerous Class members are no longer employed by Defendants; they  
26 either quit Defendants’ employ or were fired therefrom.

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

1           116. The wages withheld from these Employees by Defendants remained due and owing  
2 for more than thirty days from the date of separation from employment.

3           117. Defendants thus failed to pay Plaintiff and the Class members without abatement, all  
4 wages as defined by applicable California law. Among other things, these Employees were not paid  
5 all regular and overtime wages, including by Defendants failing to pay for all hours worked or  
6 requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of  
7 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and  
8 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the  
9 required time was willful within the meaning of Labor Code § 203.

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

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

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27 ///

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1 **TENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 120. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in  
5 full herein.

6 121. Plaintiff is informed and believes and based thereon alleges that throughout the  
7 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work  
8 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in  
9 responding to work communications from supervisors and tools such as a thermometer and blood  
10 pressure cuff. Plaintiff and the Class members must be reimbursed for these necessary business  
11 expenses under Labor Code § 2802 and Defendants failed to do so.

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

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

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

1 **ELEVENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

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

10 126. Plaintiff is a “person” within the meaning of Business & Professions Code  
11 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive  
12 relief, restitution, and other appropriate equitable relief.

13 127. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business  
14 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in  
15 that Defendants’ policy and practice failed to provide the required amount of compensation for  
16 missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for  
17 all hours worked, due to systematic business practices as alleged herein that cannot be justified,  
18 pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements  
19 in violation of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court  
20 should issue injunctive and equitable relief, pursuant to California Business & Professions Code §  
21 17203, including restitution of wages wrongfully withheld.

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

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

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

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

13           132. By the conduct alleged herein, Defendants have engaged and continue to engage in  
14 a business practice which violates California and federal law, including but not limited to, the  
15 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor  
16 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court  
17 should issue declaratory and other equitable relief pursuant to California Business & Professions  
18 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair  
19 competition, including restitution of wages wrongfully withheld.

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

22           134. Unless restrained by this Court Defendants will continue to engage in such unlawful  
23 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make  
24 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent  
25 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited  
26 by the Business & Professions Code, including but not limited to the disgorgement of such profits  
27 as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

28 ///

1 **TWELFTH CAUSE OF ACTION**

2 **PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ.**

3 **(Against All Defendants)**

4 135. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in  
5 full herein.

6 136. Plaintiff and the Employees in the Class are also aggrieved employees as defined  
7 under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and  
8 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time  
9 period.

10 137. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§  
11 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code §  
12 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following  
13 California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185,  
14 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 et seq.

15 138. More specifically, after complying with the notice procedures of Labor Code §  
16 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and  
17 the other similarly Aggrieved Employees, a PAGA claim for the violations of the above-addressed  
18 underlying claims and seeking penalties as specified by the applicable corresponding provision,  
19 including as follows:

20 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees  
21 all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime  
22 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and  
23 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and  
24 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,  
25 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code §  
26 2699(g)(1);

27 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the  
28 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit

1 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,  
2 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable  
3 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including  
4 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,  
5 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and  
6 costs pursuant to Labor Code § 2699(g)(1);

7 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to  
8 provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure  
9 to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,  
10 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking  
11 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),  
12 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and  
13 also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by  
14 providing inaccurate wage statements and failing to maintain records as required under Labor Code  
15 § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code  
16 §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in  
17 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and  
18 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

19 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,  
20 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,  
21 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor  
22 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the  
23 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §  
24 2699(g)(1);

25 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For  
26 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary  
27 work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and  
28 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available

1 and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and  
2 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor  
3 Code § 2699(g)(1); and

4 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For  
5 Labor Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor  
6 Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5,  
7 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of  
8 the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §  
9 2699(g)(1).

10 139. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks  
11 the penalties and remedies set forth in Labor Code § 558, which states:

12 (a) Any employer or other person acting on behalf of an employer who violates,  
13 or causes to be violated, a section of this chapter or any provision regulating hours and days of work  
14 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)  
15 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
16 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.  
17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each  
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover  
19 underpaid wages...

20 (b) If upon inspection or investigation the Labor Commissioner determines that  
21 a person had paid or caused to be paid a wage for overtime work in violation of any provision of  
22 this chapter, or any provision regulating hours and days of work in any order of the Industrial  
23 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,  
24 contesting, and enforcing judgments for citations or civil penalties issued by the Labor  
25 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

26 (c) The civil penalties provided for in this section are in addition to any other  
27 civil or criminal penalty provided by law.

28 ///

140. Plaintiff has exhausted his administrative remedies by submitted a certified letter to the LWDA and Defendants on July 28, 2025 (LWDA-CM-1114954-25) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

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1           10.     For restitution and/or damages and penalties for Defendants' failure to pay all wages  
2 due twice monthly under Labor Code § 204, as may be proven;

3           11.     For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired  
4 in an amount equal to their daily wage times thirty (30) days, as may be proven;

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

7           13.     For restitution for unfair competition pursuant to Business & Professions Code  
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

9           14.     For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

10          15.     For penalties under Labor Code § 558, as may be proven;

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

14          17.     For other wages and penalties under the Labor Code as may be proven;

15          18.     For all general, special, and incidental damages as may be proven;

16          19.     For an award of pre-judgment and post-judgment interest;

17          20.     For an award providing for the payment of the costs of this suit;

18          21.     For an award of attorneys' fees; and

19          22.     For such other and further relief as this Court may deem proper and just.

20  
21 Dated: January 6, 2026

**D.LAW, INC.**

22  
23 By: 

Alvin Lindsay

William Tran

Attorneys for Markus Moss and all others  
similarly situated

**DEMAND FOR JURY TRIAL**

Plaintiff Markus Moss hereby demands trial of his claims by jury to the extent authorized  
by law.

Dated: January 6, 2026

**D.LAW, INC.**

By: 

Alvin Lindsay

William Tran

Attorneys for Markus Moss and all others  
similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Ste 840, Glendale, CA 91203

On January 6, 2026, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Jack H. Pogolian, Esq.  
[Jack@inmotionlaw.com](mailto:Jack@inmotionlaw.com)  
**In Motion Law, APC**  
 16870 West Bernardo Drive, Suite 400  
 San Diego, CA 92127

Clerk of Department 22  
[Dept22@saccourt.ca.gov](mailto:Dept22@saccourt.ca.gov)  
Sacramento Superior Court

**[X] (BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

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

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

Executed on January 6, 2026, at Glendale, California.

Sasha Zambrano

|                                                                                                                                                                                                                       |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO</b><br><b>Branch Name:</b> Gordon D. Schaber Superior Court<br><b>Mailing Address:</b> 720 Ninth Street<br><b>City, State and Zip Code:</b> Sacramento CA 95814 |                                   |
| <b>SHORT TITLE:</b> MOSS, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND OTHERS<br>SIMILARLY SITUATED vs AKUA BEHAVIORAL HEALTH, INC., A CALIFORNIA STOCK<br>CORPORATION, et al.                                             | <b>CASE NUMBER:</b><br>25CV017840 |
| <b>NOTICE OF CONFIRMATION OF ELECTRONIC FILING</b>                                                                                                                                                                    |                                   |

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of SACRAMENTO. In order to process the filing, the fee shown was assessed.

### **Electronic Filing Summary Data**

Electronically Submitted By: Legal Connect  
Reference Number: 14176480\_2026\_01\_06\_14\_09\_21\_922\_6  
Submission Number: 26SC00362359  
Court Received Date: 01/06/2026  
Court Received Time: 2:11 pm  
Case Number: 25CV017840  
Case Title: MOSS, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND OTHERS SIMILARLY SITUATED vs  
AKUA BEHAVIORAL HEALTH, INC., A CALIFORNIA STOCK CORPORATION, et al.  
Location: Gordon D. Schaber Superior Court  
Case Type: Unlimited Civil  
Case Category: Other Employment Complaint Case  
Jurisdictional Amount: Exceeds \$35,000  
Notice Generated Date: 01/06/2026  
Notice Generated Time: 4:14 pm

| <b><u>Documents Electronically Filed/Received</u></b> | <b><u>Status</u></b> |
|-------------------------------------------------------|----------------------|
| Amended Complaint                                     | Accepted             |

### **Comments**

Submitter's Comments:

Clerk's Comments:

### **Electronic Filing Service Provider Information**

Service Provider: Legal Connect  
Contact: Legal Connect  
Phone: