

July 17, 2025

VIA ON-LINE SUBMISSION ONLY TO:

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Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to John Muir Health)

John Muir Health
1601 Ygnacio Valley Road
Walnut Creek, California 94598
Certified Mail Tracking Number: 9414 811 0549 5802 8261 52

Rani Singh
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1400 Treat Boulevard
Walnut Creek, CA 94597
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**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Margaret Taamu v. John Muir Health, a California nonprofit corporation
Superior Court for the County of Contra Costa**

Gentlepersons:

This office represents Plaintiff Margaret Taamu (“Plaintiff”) and other similarly aggrieved individuals employed as non-exempt, hourly employees employed by Defendants in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 221, 226, 226.7, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants John Muir Health, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is



being concurrently filed in Sacramento County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff' class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

RELEVANT FACTS

Aggrieved Employees worked as hourly, non-exempt Employees for Defendants, including in food and other service providing positions and including those pertaining to providing medical treatment and services to Defendant's patients and assisting patients and their families and friends throughout California. Plaintiff, and upon information and belief other similarly situated Employees, were required to perform work tasks based out of Defendants' facilities throughout California. Plaintiff worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

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

John Muir Health is a California nonprofit corporation that lists its principal address with the California Secretary of State in Walnut Creek, California. According to Defendants website, it also includes a "John Muir Health Walnut Creek Medical Center" and "John Muir Health Concord Medical Center." A logo of Defendant John Muir Health is included in Plaintiff wage statements, and John Muir Health Walnut Creek Medical Center is listed as the employer on the wage statements issued to Plaintiff by Defendants on a bi-weekly basis. Plaintiff asserts that upon information and belief, similar wage statements were issued to other Aggrieved Employees, with the same Walnut Creek, California address. Upon information and belief, John Muir Health operates various facilities where their California Employees are based, including John Muir Health – Walnut Creek Medical Center, located within Walnut Creek, California where Plaintiff worked.



On information and belief, Defendants maintain other operations and facilities in Contra Costa County and California.

Aggrieved Employees were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were subjected to unlawful off-the-clock work and/or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contend that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off-the-clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off-the-clock" work) and for all their overtime hours worked and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as food and customer-related workers based out of Defendants' facilities in California.

Plaintiff was employed by Defendants as a food service worker and in other similar and related positions at Defendants' facilities. Plaintiff generally worked 32 to 40 hours per week, and four to five shifts per week, which resulted in shifts of at least eight hours in duration.

Defendants' facilities included timekeeping systems incorporating electronic recording of time punches by Aggrieved Employees scanning their badges and inputting their employee numbers into a timekeeping system. However, Defendants' timekeeping systems would not record contemporaneously with the hours Employees actually worked. For example, there was one time clock located in the cafeteria for all employees to use, so Plaintiff would oftentimes have to wait in line prior to being allowed to clock in for her shift. In addition, there were only two other time clock stations that were located far apart from each other, resulting in Employees having to incur several minutes a day waiting to clock in and/or having to walk further to utilize a different time clock. This further delayed Employees' ability to accurately record their time entries at the exact time they began working.

Defendants followed a similar unlawful practice, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular, overtime, and double-time hours earned by and owing to Plaintiff and the other Aggrieved Employees. Time worked off-the-clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours in a shift. As a result of the off-the-clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime and double-time for several minutes to hours at the end of work shifts which Defendants did not record in any timekeeping or payroll records.



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

Similar timekeeping issues arose as Plaintiff worked shifts long enough to entitle her to at least one meal period. While Defendants instructed Plaintiff to take a thirty-minute break before the fifth hour of work, such policy was not enforced. Additionally, meal periods were not scheduled, and instead, Defendants expected Plaintiff to take her meal period only after attending to the needs of the medical center and its other staff members and patients. To the extent Defendants had a meal period policy, it went unenforced, as there were always tasks to perform or issues that Plaintiff needed to resolve, which led to systematic late and missed and interrupted meal periods. These managerial expectations also contributed to Plaintiff taking late meal breaks and missing meal breaks to perform the tasks Defendants required her to accomplish. Upon information and belief, the Aggrieved Employees endured similar meal period violations at Defendants' hands. On the occasions when Plaintiff and the Aggrieved Employees worked over ten hours on a shift, Defendants failed to provide them with a second uninterrupted and duty-free and timely meal period. Moreover, Defendants also had a practice of instructing Plaintiff and Aggrieved Employees to input into the timekeeping system that they took a full thirty-minutes for their meal periods as required under the Labor Code and Wage Orders. Thus, Plaintiff and Aggrieved Employees were required to record compliant meal periods without regard to whether they were taken for the full thirty minutes.

These practices caused Plaintiff and the Aggrieved Employees to suffer missed, late, interrupted and/or short meal periods. As a result of the above-referenced policies and practices, Defendants failed to compensate Plaintiff and, on information and belief, other Aggrieved Employees for all their time worked.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks she received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees



working based out of Defendants' facilities throughout California. As a result of the above-described unlawful requirements to work off-the-clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

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

Defendants also manifestly failed to provide lawful meal periods as required under the Labor Code and IWC Wage Orders. More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' required Plaintiff and the Aggrieved Employees to prioritize work over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net thirty-minute meal periods.

Defendants also wanted to maintain the appearance of compliant meal periods and therefore instructed Plaintiff and the Aggrieved Employees to input into the timekeeping system that they took full thirty minutes for a meal period regardless of whether they took a thirty-minute meal period or not. Accordingly, to the extent Plaintiff received any meal periods, time records fail to accurately reflect the true time and duration of the meal periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of payments for meal period violations under Labor Code 226.7.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendants failed to provide a lawful meal period or penalty payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.



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

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes.

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

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control if and when they even attempted to take one. Upon information and belief, due to security concerns over vagrants congregating on Defendants' premises, Plaintiff Kohler and other Employees were prohibited from leaving the premises for meal periods and rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten-minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made little effort to schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten-minute rest breaks. This common and unlawful policy uniformly applied to the Employees during



the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and if they worked over ten hours, required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff and the Aggrieved Employees to take a first rest break, they were not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control unable to leave the premises. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off-the-clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically



presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

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

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

Defendants also required Plaintiff and the Aggrieved Employees to work hours off-the-clock for which they were not compensated. They were required to endure off-the-clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section."



Defendants failed to provide Plaintiff and the other similarly aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. The penalties associated with violations of section 246 are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to communications from managers and in maintaining their work uniforms. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

Defendants also failed to provide suitable seating to Plaintiff and the Aggrieved Employees. The nature of the processes and the work performed, particularly in the cafeteria, cashier stations, and food prep stations, permit Employees to work while sitting down. Nonetheless, Defendants’ management personnel demanded that Employees remain on their feet at all times during their shifts despite their ability to perform their duties while sitting down. Defendants should have provided Employees with suitable seating at their workstations, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff’s job duties. California Labor Code §1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and certain Aggrieved Employees with suitable seats in violation of Wage Order 1-2001, § 12, Defendants violated California Labor Code § 1198. Plaintiff have been injured because they were employed by Defendants and was not provided with suitable seating, in violation of Lab. Code § 1198 and Wage Order 1-2001, § 12. Plaintiff was harmed by Defendants’ failure to provide seats because she was required to stand for extended periods even though the nature of her work did not require her to remain standing at all times.

PAGA CLAIM DETAILS, LEGAL BASES FOR VIOLATIONS AND PENALTIES:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable



minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management. Defendants required Plaintiff and the Aggrieved Employees to complete difficult to attain job and shift scheduling requirements, which resulted in off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off-the-clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, caused Plaintiff and the Aggrieved Employees to work off-the-clock to avoid paying them all earned and owed straight time and overtime wages and other benefits, in violation



of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties or remain under Defendant's control to their detriment. Thus, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as



the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations due to the work demands placed upon them by Defendants' management, and Defendants' policy discouraged and effectively prevented Aggrieved Employees from leaving Defendants' premises. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, sick pay, and unlawfully received or collected wages, as



discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

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.” As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees’ earned wages, including by the above described off-the-clock work. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seek all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, failing to provide proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants’ employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee’s wages shall continue until paid for up to



thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. The penalties associated with violations of section 246 are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seek this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days violation of Labor Code §§ 246, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Suitable Seating to Employees Under the Wage Orders:

Plaintiff also allege that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature of the processes and the work performed permit Employees to work while sitting down. Defendants should have provided Employees with suitable seating at their workstation, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff's job duties.

The nature of the affected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph (14)(A) of the applicable IWC Wage Orders provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”



In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties. By their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, Plaintiff seek penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to communications from managers and in maintaining their work uniforms.

Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff' PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.



Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, including as follows:

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

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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



(e) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Provide Suitable Seating: For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

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

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

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This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff allege have been violated, including the facts and relevant theories alleged against John Muir Health and Walnut Creek Medical Center and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

A handwritten signature in black ink, appearing to read 'Alvin B. Lindsay', with a horizontal line underneath.

Alvin B. Lindsay

a.lindsay@d.law

William Tran

w.tran@d.law

Cc: John Muir Health, a California nonprofit corporation by Certified Mail

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Attorneys for Plaintiff MARGARET TAAMU, on behalf
of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MARGARET TAAMU, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

JOHN MUIR HEALTH, a California
nonprofit corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 245 and § 246;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Failure to Provide Suitable Seating Under Labor Code § 1198;
12. Violation of Business & Professions Code § 17200 et seq.

DEMAND FOR JURY TRIAL

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

5 INTRODUCTION

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

14 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
15 Defendants in positions generally pertaining to providing health care services to Defendants’
16 patients. Plaintiff, and upon information and belief other similarly situated Employees, were
17 required to perform various work tasks and services at Defendants’ medical center in Walnut Creek,
18 California. Plaintiff has resided in Solano County, California and was employed by Defendants
19 throughout her employment based out of Defendants’ medical center in Walnut Creek in Contra
20 Costa County, California.

21 3. Defendant John Muir Health lists its principal address in Walnut Creek, Contra
22 Costa County, California with the California Secretary of State. The wage statements issued to
23 Plaintiff list John Muir Health as her employer with an address in Walnut Creek, California.

24 4. Defendant’s website explains John Muir Health is: “A leader in health care in the
25 San Francisco Bay Area, John Muir Health is a not-for-profit integrated system of doctors, hospitals
26 and other services. We make a commitment to provide the highest quality patient care to our patients
27 every day through the contributions of our physicians, employees and volunteers.” It further
28 explains: “John Muir Health includes two of the largest medical centers in Contra Costa County:

1 John Muir Health Walnut Creek Medical Center, a 554-licensed bed medical center that serves as
2 Contra Costa County's only designated trauma center; and John Muir Health Concord Medical
3 Center, a 244-licensed bed medical center in Concord. Together, they are recognized as preeminent
4 centers for neurosciences, orthopedics, cancer care, cardiovascular care and high-risk obstetrics.”
5 Additionally, according to the Secretary of State, John Muir Health – Walnut Creek Medical Center
6 is not listed as a separate entity from John Muir Health that is authorized to do business in California.
7 Furthermore, a logo entitled “John Muir Health” is included on Plaintiff’s wage statements, and
8 “John Muir Health – Walnut Creek Medical Center” is listed as the employer on wage statements
9 issued to Plaintiff, with the following address: 1601 Ygnacio Valley Road, Walnut Creek, California
10 94598. In light of this information, Plaintiff therefore asserts that John Muir Health also does
11 business in California as John Muir Health – Walnut Creek Medical Center.

12 5. Plaintiff and the other similarly situated Class members were generally asked to
13 perform and engage in similar and related services tasks for Defendants’ and at the behest of
14 Defendants and their managers. She consistently worked without being paid all wages due and
15 without being provided all required breaks. More specifically, Plaintiff and the other similarly
16 situated Class members were employed by Defendants and shared similar job duties and
17 responsibilities, were subjected to the same policies and practices, and endured similar violations at
18 the hands of Defendants as the other Employee Class members who served in similar and related
19 positions.

20 6. Defendants required Plaintiff and the Employees in the Class to work off-the-clock
21 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate
22 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and
23 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from
24 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
25 with lawful meal and rest periods, as Employees were required to remain under Defendants’ control
26 and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and
27 meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.
28

1 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
2 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
3 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
4 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
5 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
6 liabilities giving rise to this lawsuit occurred, at least in part in Contra Costa County where
7 Defendants operate its medical center. Defendants list their address with the California Secretary
8 of State in Contra Costa County.

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

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

1 FACTUAL BACKGROUND

2 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
3 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
4 Commission ("IWC"). Upon information and belief, their employment has not been governed under
5 any collective bargaining agreements. During the period of four years prior to the filing of this action
6 through its resolution, Plaintiff and the Class members were either not paid by Defendants for all
7 hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also
8 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
9 including by requiring off-the-clock work, failed to provide meal and rest breaks, and failed to
10 furnish accurate wage statements and timely pay all wages owed, all in violation of various
11 provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

12 11. During the course of Plaintiff and the Class members' employment with
13 Defendants, they were not paid all wages they were owed, including for all work performed
14 (resulting in "off-the-clock" work) and for all their overtime hours worked. This has resulted in
15 systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders.
16 Upon information and belief, Defendants employ other non-exempt, hourly employees in positions
17 including providing food and other services to patients and staff, medical receptionists, medical
18 assistants, patient call representatives, registered nurses, nurse practitioners, therapists,
19 technologists, technicians, pathologists, sonographers, and in similar and related duties relevant to
20 providing health care services to Defendants' patients at their medical center locations in California.

21 12. Plaintiff worked as a food server with duties that included serving food to patients
22 and staff, washing dishes, assisting patients and patients' family and friends, delivering and
23 retrieving food carts to and from the different floors of the hospital, and clean up duties such as
24 picking up and taking out trash, among other tasks. Plaintiff was generally scheduled to work shifts
25 of eight hours and typically worked the morning shift from 6:00 a.m. through 2:30 p.m., between
26 32-40 hours per week, and four to five days per week.

27 13. Plaintiff generally worked more than her scheduled hours due to off-the-clock work
28 she was required to perform. On many occasions, Plaintiff worked shifts over eight hours to be paid

1 at overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-
2 the-clock work before and after her scheduled shift hours. Moreover, Plaintiff worked more hours
3 than she was scheduled and paid for, including hours worked before and after her work shifts and
4 during her meal and rest breaks, which were interrupted or not provided due to work demands and
5 understaffing.

6 14. Defendants' policy and practice of requiring systematic off-the-clock work flowed
7 from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted
8 into the company time clock by Employees. While Defendants required time punch records for shift
9 start and end times and meal period beginning and end times, they were generally not recorded
10 contemporaneously with the actual hours worked. Upon arriving to the medical center, Plaintiff
11 would usually made her way to the time clock that was located near the cafeteria, inside the medical
12 center. However, on many occasions, Plaintiff had to wait in line by the time clock prior to being
13 allowed to clock back in from lunch. Despite there being more than a one time clock, they were
14 located far apart from each other, resulting in Plaintiff and the class members having to incur several
15 minutes a day waiting to clock in or having to walk further to utilize a different time clock where
16 they were subjected to additional wait time. Defendants thus compelled Plaintiff to endure
17 substantial off-the-clock work before and after her scheduled shift hours.

18 15. Due to Defendants' uniformly applied policies, the Class members therefore
19 experienced violations similar to Plaintiff. These include requiring off-the-clock work in the form
20 of time worked before and after scheduled shifts and during breaks. Some of these tasks required by
21 Defendants also occurred before the Class members clocked into Defendants' timekeeping system
22 and after they clocked out for the shift, resulting in further off-the-clock work.

23 16. Plaintiff was not paid for all her hours worked at the required minimum, overtime,
24 and double time wage rates due to Defendants' policy and practice of requiring her to work off-the-
25 clock and without pay or to work through breaks, and Defendants thus also failed to keep required
26 records of hours worked or to maintain them accurately. Defendants also failed to pay Plaintiff at
27 the required overtime rates for all hours over eight in a shift, or over forty in a work week. With
28 work shifts generally scheduled for eight hours or more, this unpaid off-the-clock work resulted in

1 Plaintiff and the Class members working past eight hours on a shift, which required that they be
2 paid at the correct overtime rate of 1.5 times their regular rate. Upon information and belief, the
3 Class members were also subjected to similar scheduling and work policies by Defendants resulting
4 in similar violations as Plaintiff.

5 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
6 would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants
7 required and the actual hours Plaintiff worked or the breaks she received or have otherwise declined
8 to produce them to Plaintiff in response to a timely and lawful records request. By requiring
9 pervasive off-the-clock work and failing to pay for all hours worked, Defendants have also
10 committed knowing and intentional ongoing violations of the record keeping requirements under
11 the Labor Code, including section 1174. Additionally, to the extent Defendants paid overtime, it
12 was underpaid as addressed above or Defendants failed to include all forms of remuneration in the
13 regular rate used to calculate and pay overtime wages. This failure to include non-discretionary
14 bonuses, shift differentials, per diem and the like in the overtime rate thus resulted in further
15 underpayment of wages earned by Plaintiff and the Class members.

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

24 19. Defendants also failed to provide Plaintiff and the Class members with their
25 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
26 eight hours. The above described off-the-clock work and job requirements and understaffing
27 contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and
28 the Class members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).

1 Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Class
2 Members to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph
3 12 of the IWC Wage Order(s).

4 20. More specifically, Plaintiff worked shifts that entitled her to at least one meal
5 period. While managers instructed Plaintiff to take a thirty-minute break before the fifth hour of
6 work, such policy was not enforced. Meal periods were not scheduled, and instead, Plaintiff was
7 expected by management to take her meal period only after working attending to the needs of the
8 medical center and its other staff members and patients. To the extent Defendants had a meal period
9 policy, it went unenforced, as there were always tasks to perform or issues that Plaintiff needed to
10 resolve, which led to systematic late and missed and interrupted meal periods. These managerial
11 expectations also contributed to Employees taking late meal breaks and missing meal breaks to
12 perform the tasks Defendants required them to accomplish. Upon information and belief, the Class
13 members endured similar meal period violations at Defendants' hands. On the occasions when
14 Plaintiff and the Class members worked over ten hours on a shift, Defendants failed to provide them
15 with a second uninterrupted and duty-free and timely meal period.

16 21. Additionally, Defendants instructed Plaintiff and the Class Members to input into
17 the timekeeping system that they took a full thirty minutes for a meal period as required under the
18 Labor Code and Wage Orders. Defendants instructed Plaintiff and the Class Members to thus record
19 compliant meal breaks without regard to whether they were taken for the full thirty minutes.
20 Defendants required Plaintiff to record that she took a thirty-minute meal period on each work shift
21 without regard to whether it was actually taken or was otherwise unlawful.

22 22. Therefore, meal period violations systematically occurred throughout all of
23 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
24 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
25 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
26 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
27 premium payment. Upon information and belief, the other Class Members were subjected to similar
28 unlawful policies and practices and endured similar violations as Plaintiff.

1 23. Defendants thus followed a uniformly applied policies of not providing all required
2 meal periods to their Employees. Even when Plaintiff and the Class members were able to take a
3 meal period, it was provided for less than the required time. Additionally, as addressed above,
4 Defendants followed a practice of requiring off-the-clock work in a manner that would impact when
5 Employees were to receive meal periods and rest breaks, thus leading to further violations.

6 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all
7 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods
8 is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either
9 failed to maintain required records of when meal periods were actually provided or failed to produce
10 them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and
11 incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages
12 at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants
13 failed to provide or deficiently provided. Upon information and belief, if and when Defendants did
14 pay any meal period premiums, they failed to include all forms of remuneration in the regular rate
15 used to calculate and pay it.

16 25. Therefore, for at least four years prior to the filing of this action and through to the
17 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
18 provided with the opportunity to take required meal breaks due to Defendants' policies and
19 practices. On the occasions when Plaintiff and the Class members were provided with a meal period,
20 it was often untimely or was impermissibly shortened, and Employees were not provided with one
21 hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the following
22 manners:

- 23 (a) Class members were not provided full thirty-minute duty free meal periods
24 for work days in excess of five hours and were not compensated one hour's
25 wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,
26 512, and the applicable Industrial Welfare Commission Wage Order(s);
27 (b) Class members were not provided second full thirty-minute duty free meal
28 periods for work days in excess of ten hours;

- 1 (c) Class members were required to work through at least part, if not all, of their
2 daily meal period(s);
- 3 (d) Meal periods were provided after five hours of continuous work during a
4 shift; and
- 5 (e) Class members were restricted in their ability to take a full thirty-minute meal
6 period or were otherwise required to remain under Defendants' control during
7 meal periods.

8 26. Defendants also failed to authorize and permit Plaintiff and the Class members to
9 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof.
10 There were similar issues with the required net-ten-minute rest breaks that Plaintiff and the Class
11 members were unable to take as with meal periods. This was exacerbated by the fact that Defendants
12 exerted little effort to schedule and otherwise authorize and permit Plaintiff and the Class members
13 to take their required ten-minute rest breaks. Defendants thus failed to authorize and permit Plaintiff
14 and the Class members to take their required duty-free, net ten-minute rest periods. Plaintiff and
15 Class Members were not free to leave the premises and were required to remain under Defendants'
16 control during their rest breaks. To the extent rest breaks were not scheduled, Defendants' policy
17 was not to provide them, and management did not emphasize the requirement to provide at least one
18 ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and
19 when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take
20 a second one or a third one or any breaks were untimely or impermissibly shortened.

21 27. Therefore, the job requirements and duties required of Plaintiff and the Class
22 members, and the demands from their managers, manifested a failure to authorize and permit Class
23 members to take all their required rest breaks. Plaintiff and the other similarly situated Class
24 members were either not authorized permitted the opportunity to take a rest break, or were required
25 to remain under Defendants' control and respond to instructions and job requirements and demands.

26 28. Defendants' policies and practices thus systematically deny and denied Plaintiff and
27 the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods.
28 The California Supreme Court has instructed that the rest period requirement obligates employers

1 to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods
2 employers must relieve employees of all duties and relinquish control over how employees spend
3 their time. Plaintiff and the Class members were and are under Defendants' control when they are
4 working through rest breaks, and Defendants failed to schedule or account for required first, second,
5 and third rest breaks during the shifts Plaintiff and the Class members generally worked.

6 29. Plaintiff and the Employees in the Class were also not authorized and permitted to
7 take lawful rest periods, were systematically required by Defendants to work through or during
8 breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain
9 on duty during breaks or portions of their breaks, thus making them either untimely or shortened
10 under Defendants' policies and practices. Rest period violations therefore arose in one or more of
11 the following manners:

12 (a) Class members were required to work without being provided a minimum ten
13 minute rest period for every four hours or major fraction thereof worked and
14 were not compensated one hour of pay at their regular rate of compensation
15 for each workday that a rest period was not provided, and to the extent
16 Defendants paid any premiums, they failed to include all forms of
17 remuneration in the regular rate used to calculate and pay them.

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

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

23 30. From at least four years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
25 deducting the Employees' earned wages, including by the above described off-the-clock work
26 before and after work shifts and to the extent they deducted hours for unpaid meal periods
27 Defendants failed to provide. By not compensating Employees for all hours worked and not
28 recording any break times or permitting off-duty breaks, Defendants unlawfully deducted wages

1 earned by and owed to Plaintiff and the Class members, in violation of Labor Code § 221.

2 31. Defendants also violated California Labor Code § 246 by not providing all required
3 paid sick days at the appropriate rate of pay to Plaintiff and the Class Members. Upon information
4 and belief, Defendants paid Employees shift differentials and/or other non-discretionary bonuses.
5 However, upon information and belief, Defendants failed to incorporate all remunerations,
6 including shift differentials, into the calculation of the regular rate of pay for purposes of calculating
7 sick pay. Therefore, during times when Employees worked overtime and received shift differentials
8 and/or other non-discretionary bonuses, Defendants failed to pay all sick pay by paying a lower
9 overtime rate than required.

10 32. Defendants also failed to provide suitable seating to Plaintiff and the Class members.
11 Plaintiff was not permitted to sit during her shift even though it is appropriate to be seated while
12 engaging in her required duties. Plaintiff was required to work on her feet to complete tasks such as
13 operating the cash register to scan customer's purchases and process payments, food preparations,
14 placing and plating food and preparing drinks. By failing to provide Plaintiff and certain Class
15 members with suitable seats in accordance with the applicable wage order, Defendants also violated
16 California Labor Code § 1198. Plaintiff and Class Members were harmed by Defendants' failure to
17 provide seats because they were required to stand for extended periods of time despite the fact that
18 the nature of her work did not require that they remain standing at all times.

19 33. As a result of the above described illegal policies and practices, Defendants
20 engaged in and enforced the following additional unlawful practices and policies against Plaintiff
21 and the Class members she seeks to represent:

- 22 (a) failing to pay Class members all wages owed, including all meal and rest
23 period premium wages;
- 24 (b) failing to pay all wages owed to the Class members twice monthly in
25 accordance with the requirements of Labor Code § 204;
- 26 (c) failing to pay all wages owed to Class members who either were discharged,
27 laid off, or resigned in accordance with the requirements of Labor Code §§
28 201, 202, 203; and

1 (d) failing to maintain accurate records of Class members' earned wages and
2 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7
3 of the applicable IWC Wage Orders.

4 34. During the relevant period, Defendants have also consistently failed to provide
5 Employees with timely, accurate, and itemized wage statements, in writing, as required by
6 California wage-and-hour laws, including by the above-described requirement of off-the-clock
7 work, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise
8 unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for
9 the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the
10 Class, during the liability period, because they did not implement and preserve a record-keeping
11 method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and
12 paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock
13 punches were not maintained or were not accurately maintained for work shifts and meal periods.
14 Defendants also failed to accurately record and pay for all regular and overtime hours worked by
15 Plaintiff and the Class members.

16 35. Defendants also provided Plaintiff and the Class members with wage statements
17 that failed to accurately report all hours worked and applicable hourly rates for all hours worked,
18 including by requiring off-the-clock work. Plaintiff and the Employees in the Class were unable to
19 discern from their wage statements alone the actual hours they worked in total during a pay period
20 and the rates they were paid for those hours worked. The wage statements failed to include a separate
21 listing for total hours worked or otherwise included hours that were not actual work hours and made
22 it difficult for Class members to calculate this number. To the extent Plaintiff and the Class members
23 were not provided with the opportunity to review their timekeeping punch records for the shifts in
24 the pay period before Defendants ran payroll for it, Class members had no way of knowing if they
25 were actually paid for all their hours worked. Defendants also listed an incorrect name or address of
26 the actual employer on wage statements issued to Plaintiff and Class Members.

27 36. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing
28 wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff

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

9 37. Defendants required Plaintiff and the Class members to work hours off-the-clock
10 for which they were not compensated, and Defendants also failed to pay all overtime premium
11 wages owed for work conducted on a work shift and a workday, as addressed above. Therefore,
12 from at least three or four years prior to filing this lawsuit and continuing to the present, Defendants
13 have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and
14 other similarly situated Employees at the time of their termination or within seventy-two hours of
15 their resignation, as required by California wage-and-hour laws, including Labor Code §§ 201-203.
16 Defendants thus also failed to pay all wages owed to those Class members at the time they were
17 terminated or otherwise separated from employment.

18 38. Additionally, from at least four years prior to the filing of this lawsuit and
19 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
20 incur necessary business expenses in the course of performing their required job duties without
21 reimbursement. Defendants required Plaintiff and the Class members to purchase their own
22 personal protective equipment (PPE) uniform to comply with Defendants' policies and procedures.
23 The PPE consisted of scrubs, a black polo shirt, and nonslip shoes, which Plaintiff and Class
24 Members were also required to maintain and clean at their own expense.

25 39. Plaintiff and the Class members must be reimbursed for these necessary business
26 expenses under Labor Code § 2802 and Defendants systematically failed to do so.

27 40. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
28 pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 246,

1 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, and 2802, and California Code of
2 Regulations, Title 8, section 11000 et seq.

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

7 CLASS ALLEGATIONS

8 42. Plaintiff brings this class action on behalf of herself and all others similarly situated
9 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
10 “Class members”) defined as follows: “All individuals employed by Defendants at any time during
11 the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by
12 the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees at
13 Defendants’ properties within the State of California.” This includes all types of food servers and
14 other service employees, patient coordinators, receptionists, health services providers and support
15 staff, and those employed in similar and related positions. Further, Plaintiff seeks to represent the
16 Subclasses composed of and defined as follows:

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

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

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

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

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

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

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

9 h. Subclass 8. Sick Pay Subclass. All Class members who were not
10 compensated at the Employee's regular rate of pay for their sick pay wages.

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

15 j. Subclass 10. Business Expense Reimbursement Subclass. All Class members
16 who incurred necessary and reasonable expenses in connection with the business, such as cellular
17 telephones, and maintaining their uniforms and performing their job duties for Defendants and who
18 were subject to a policy and/or practice under which such expenses were not reimbursed.

19 k. Subclass 11. Suitable Seating. All Class members who were subjected to
20 Defendants' failure to provide suitable seating.

21 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as
22 a result of Defendants' business acts and practices, to the extent such acts and practices are found
23 to be unlawful, deceptive, and/or unfair.

24 43. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
25 the class description with greater particularity or to provide further division into subclasses or
26 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
27 against Defendants, the Class Period should be adjusted accordingly.
28

1 44. Defendants, as a matter of company policy, practice and procedure, and in violation
2 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
3 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
4 a practice whereby Defendants failed to correctly calculate and pay compensation for the time
5 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit
6 of this work, required Employees to perform this work and permitted or suffered to permit this work.
7 Defendants have uniformly denied these Class members wages to which these employees are
8 entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly
9 cheat the competition and unlawfully profit.

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

15 **A. Numerosity**

16 46. The potential members of the Class as defined are so numerous that joinder of all
17 the Class members is impracticable. While the precise number of Class member has not been
18 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
19 time period relevant to this lawsuit employed, at least 100 Employees who satisfy the Class
20 definition within the State of California. Plaintiff alleges that Defendants’ employment records will
21 provide information as to the number and location of all Class members.

22 **B. Commonality**

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- h. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- i. Whether Defendants violated Labor Code § 221;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;

- 1 n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
2 providing employees with all required sick days;
- 3 o. Whether Defendants violated Labor Code § 2802 by failing reimburse necessary
4 business expenses incurred by Employees;
- 5 p. Whether the nature of Plaintiff's and Class Members' job duties reasonably
6 permit the use of seating;
- 7 q. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Class
8 Members of suitable seating when the nature of their job duties reasonably
9 permitted it;
- 10 r. Whether Defendants violated Business and Professions Code § 17200 et seq.;
- 11 and
- 12 s. Whether Employees are entitled to equitable relief pursuant to Business and
13 Professions Code § 17200 et seq.

14 **C. Typicality**

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

21 **D. Adequacy of Representation**

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

25 **E. Superiority of Class Action**

26 50. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
28 questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by
2 reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

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

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

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

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

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

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

56. Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendants' control and during breaks and due to the work demands placed upon them by Defendants' management and customers. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Class members and understaffed shifts, which resulted in off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant Class Period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off-the-clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class minimum wages.

57. In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is

1 subject to the control of an employer and includes all the time the employee is suffered or permitted
2 to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other
3 applicable laws and regulations, and public policy, an employer must timely pay its employees for
4 all hours worked. Defendants failed to do so.

5 58. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
6 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
7 employees, and the payment of a less wage than the minimum so fixed is unlawful.”

8 59. The applicable minimum wage rate fixed by the commission for work during the
9 relevant period is found in the Wage Orders.

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

16 61. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
17 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
18 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
19 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
20 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
21 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiff and the
22 Class members is and has been a direct consequence of Defendants’ unlawful compensation policies
23 and practices, which applied uniformly to the Class members working at locations and work sites
24 throughout California.

25 62. In committing the above-described violations of the California Labor Code,
26 Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that
27 did not reflect their actual hours worked, or calculated the correct time worked and consequently
28 underpaid the actual time worked by Plaintiff and other members of the Class, including by requiring

1 off-the-clock work and refusing to pay all incurred overtime, as addressed in detail above.

2 63. Defendants acted in an illegal attempt to avoid the payment of all earned wages,
3 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
4 requirements and other applicable laws and regulations. As a result of these violations, Defendants
5 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

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

10 65. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
11 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
12 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
13 employee minimum wages.

14 66. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
15 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
16 interest thereon.

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

20 68. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
21 unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal
22 to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs
23 of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class
24 further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
25 the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by
26 the California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum
27 wage compensation is determined to be owed to the Class members who have terminated their
28 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these

1 individuals are also be entitled to waiting time penalties under California Labor Code § 203, which
2 penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all
3 wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly and
4 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage
5 statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith.
6 Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

7 SECOND CAUSE OF ACTION

8 FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

9 (Against All Defendants)

10 69. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 70. California Labor Code § 1194 provides that "any employee receiving less than the
13 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
14 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
15 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
16 may be maintained directly against the employer in an employee's name without first filing a claim
17 with the Division of Labor Standards and Enforcement.

18 71. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
19 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
20 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
21 hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in
22 any workweek or for the first eight hours worked on the seventh day of work in any one workweek;
23 or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or
24 for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants
25 had a consistent policy of not paying Employees wages for all hours worked, including by requiring
26 off-the-clock work as addressed above and by under-reporting actual hours worked. With work
27 shifts generally being scheduled for eight hours or more, this unpaid off-the-clock work resulted in
28 Plaintiff and the Class members working past eight hours on a shift, which required that they be

1 paid at the correct overtime rate of 1.5 times their regular rate.

2 72. Defendants thus had a consistent policy of not paying Employees wages for all
3 hours worked, including hours at their required regular, overtime, and double-time rates. Defendants
4 required Plaintiff and the Class members to work off-the-clock to avoid paying all their earned and
5 owed straight time and overtime wages and other benefits, in violation of the California Labor Code,
6 the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the
7 Division of Labor Standards and Enforcement. Defendants have also violated these provisions by
8 requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods
9 when they were required to be clocked out or to otherwise work off-the-clock to complete their daily
10 job duties or to attend and participate in company required activities or remain under Defendants'
11 control. Therefore, Employees were not properly compensated, nor were they paid overtime rates
12 for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based
13 on information and belief, Defendants did not make available to Employees a reasonable protocol
14 for correcting time records when Employees worked overtime hours or to fix incorrect time entries
15 or those that Defendants unlawfully under-recorded to the Employee's detriment, as Defendants
16 required time records to generally reflect scheduled shift times. Defendants also under-paid Plaintiff
17 and the putative Class members all wages by systematically miscalculating and underpaying
18 overtime wages they earned, as detailed above.

19 73. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
20 regular wages owed and overtime compensation for all hours worked, as required by California law,
21 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
22 Wage Order, and is therefore unlawful.

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

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

7 75. 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 76. Employees have been damaged by these violations of California Labor Code §§
14 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
15 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than
16 \$100 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 77. Consequently, pursuant to the California Labor Code, including Labor Code §§
21 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
22 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full
23 amount of all their unpaid wages and overtime compensation for all their hours worked, with
24 interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory
25 penalties against Defendants, and each of them, and any additional sums as provided by the Labor
26 Code and/or other statutes.

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1 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
2 of the applicable IWC Wage Order.

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

9 FOURTH CAUSE OF ACTION

10 REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

11 (Against All Defendants)

12 83. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

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

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

26 86. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
27 provide that if an employer fails to provide an employee rest period in accordance with this section,
28 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation

1 for each workday that the rest period is not provided.

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

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

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

15 FIFTH CAUSE OF ACTION

16 VIOLATION OF LABOR CODE § 226(a)

17 (Against All Defendants)

18 90. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

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

27 92. Defendants failed to provide Plaintiff and the similarly situated Employee Class
28 members with accurate itemized wage statements in writing, as required by the Labor Code and

1 paragraph 7 of the applicable IWC Wage Orders. Specifically, Defendants required Class members
2 to ask to receive statements, rather than mailing or otherwise handing them out to all Employees.
3 Also, the wage statements given to Employees by Defendants failed to accurately account for wages,
4 overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all
5 overtime hours worked and for providing deficient meal periods and rest breaks, all of which
6 Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

7 93. Defendants also provided Plaintiff and the Class members with wage statements
8 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
9 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
10 the actual hours they worked in total during a pay period.

11 94. Throughout the liability period, Defendants intentionally failed to furnish to
12 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
13 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net
14 wages earned, (5) the inclusive dates of the period for which the employee is paid, (6) the name of
15 the employee and only the last four digits of her or her social security number or an employee
16 identification number other than a social security number, (7) the name and address of the legal
17 entity that is the employer and (8) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
19 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
20 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such
21 timely and accurate wage and hour statements.

22 95. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
23 and intentional failure to provide them with the wage and hour statements as required by law and
24 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
25 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
26 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
27 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
28 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid

1 to the employee during the pay period or any of the other information required to be provided on
2 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),
3 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the
4 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
5 the employee and only the last four digits of her or her social security number or an employee
6 identification number other than a social security number. For purposes of Labor Code § 226(e)
7 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
8 able to readily ascertain the information without reference to other documents or information.

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

17 97. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
18 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
19 Class suffered injuries, including among other things confusion over whether they received all
20 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
21 them to make mathematical computations to analyze whether the wages paid in fact compensated
22 them correctly for all hours worked.

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

1 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
2 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
3 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
4 of the month between the 1st and 10th day of the following month. This included failing to pay all
5 wages due and owing to Plaintiff and the Class members for all hours they worked, and by failing
6 to pay all tips and gratuities owed to Plaintiff and the Class members timely during the pay period
7 in which they were earned due to the general manager illegally taking tips. Defendants similarly
8 failed to pay all wages earned by not more than seven calendar days following the close of the
9 payroll period.

10 105. All wages due and owing to Plaintiff and the Class members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
12 required by Labor Code § 1194 and other sections became due and payable to each employee in
13 each pay period that she or she was not provided with a meal period or rest period or paid straight
14 or overtime wages or paid all tips to which she or she was entitled.

15 106. Defendants violated Labor Code § 204 by systematically refusing to timely pay
16 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
17 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
18 payday for the period involved, not less than the applicable minimum wage for all hours worked in
19 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
20 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
21 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor
22 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
23 paragraph 20 of the applicable IWC Wage Orders. Defendants also violated section 204 by failing
24 to provide actual wage statements to Employees and instead requiring them to ask to receive them
25 each time.

26 107. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
28 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to

1 Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage
2 Orders.

3 EIGHTH CAUSE OF ACTION

4 VIOLATION OF LABOR CODE § 203

5 (Against All Defendants)

6 108. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 109. Numerous Class members are no longer employed by Defendants; they either quit
9 Defendants' employ or were fired therefrom.

10 110. Defendants failed to pay these Employees all wages due and certain at the time of
11 termination or within seventy-two (72) hours of resignation, as addressed in detail above.

12 111. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty (30) days from the date of separation from employment.

14 112. Defendants failed to pay these Class members without abatement, all wages as
15 defined by applicable California law. Among other things, these Employees were not paid all regular
16 and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-
17 the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and
18 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
19 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
20 was willful within the meaning of Labor Code § 203.

21 113. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
22 employers are required "to pay each employee, on the established payday for the period involved,
23 not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under
24 Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the
25 order or under conditions of labor prohibited by the order is unlawful." Plaintiff on behalf of these
26 Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and
27 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
28 applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and

1 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
2 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or if
3 the employer pays “a wage less than the minimum fixed by an order of the commission” or
4 “violates...any provision of this chapter or any order or ruling of the commission.”

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

9 NINTH CAUSE OF ACTION

10 FAILURE TO COMPLY WITH LABOR CODE § 245 ET SEQ. AND 246

11 (Against All Defendants)

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

14 116. California Labor Code § 245 et seq. requires that Defendants provide paid sick time
15 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
16 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
17 with the pay calculation under California Labor Code § 246(1).

18 117. Defendants paid non-discretionary bonuses and/or shift differentials and per diem
19 payments to Employees but Defendants failed to include these forms of remuneration in the regular
20 rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid
21 sick time due when sick time is used according to the requirements set forth in California Labor
22 Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

23 118. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
24 § 245 et seq. and §§ 245 et seq. and 246.

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TENTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
UNDER LABOR CODE § 2802
(Against All Defendants)

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

120. Plaintiff and the Class are informed and believe and based thereon allege that throughout the period applicable, Defendants required Plaintiff and the Class Members to purchase their own personal protective equipment (PPE) uniform to comply with Defendants' policies and procedures. The PPE consisted of scrubs, a black polo shirt, and nonslip shoes, which Plaintiff and Class Members were also required to maintain and clean at their own expense. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

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

123. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while

1 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
2 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
3 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

4 ELEVENTH CAUSE OF ACTION

5 FAILURE TO PROVIDE SUITABLE SEATING

6 LAB. CODE § 1198; 8 C.C.R. § 11070(7)

7 (Against All Defendants)

8 124. Plaintiffs incorporate by reference every allegation in this complaint as if fully set
9 forth herein.

10 125. Labor Code § 1198 provides that it is illegal to employ an employee for "longer
11 hours than those fixed by the [applicable wage order] or under conditions of labor prohibited by the
12 [applicable wage] order."

13 126. The applicable Wage Order provides that "[a]ll working employees shall be
14 provided with suitable seats when the nature of the work reasonably permits the use of seats." Id.
15 § 11070(14)(A) (emphasis added). Further, "[w]hen the employees are not engaged in the active
16 duties of their employment and the nature of the work requires standing, an adequate number of
17 suitable seats shall be placed in reasonable proximity to the work area and employees shall be
18 permitted to use such seats when it does not interfere with the performance of their duties." Id.
19 § 11070(14)(B) (emphasis added).

20 127. Defendants' policy prohibiting employees from sitting on the stools absent a
21 doctor's note indicating a medical necessity to sit, plus its policy of failing to provide sufficient
22 suitable seating in reasonable proximity to the work area, violated Labor Code §1198.

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1 TWELFTH CAUSE OF ACTION

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

3 (Against All Defendants)

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

6 129. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
7 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
8 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful
9 to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public
10 interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

1 labor standards.

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

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

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

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

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

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

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 liquidated damages pursuant to California Labor Code 1194.2(a) for failure to pay minimum wage;
5. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
6. 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;
7. 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;
8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
9. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
12. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

- 1 14. For penalties pursuant to Labor Code § 1198 for Employees, as may be proven;
- 2 15. For restitution for unfair competition pursuant to Business & Professions Code
- 3 § 17200 et seq., including disgorgement or profits, as may be proven;
- 4 16. For an order enjoining Defendants and their agents, servants, and employees, and all
- 5 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 6 adumbrated in this Complaint;
- 7 17. For other wages and penalties under the Labor Code as may be proven;
- 8 18. For all general, special, and incidental damages as may be proven;
- 9 19. For an award of pre-judgment and post-judgment interest;
- 10 20. For an award providing for the payment of the costs of this suit;
- 11 21. For an award of attorneys' fees; and
- 12 22. For such other and further relief as this Court may deem proper and just.

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14 DATED: July 17, 2025

D.LAW, INC.

15

16 By



Alvin B. Lindsay
William Tran
Attorneys for Plaintiff MARGARET
TAAMU, on behalf of herself and all others
similarly situated

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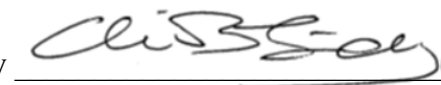
1 DEMAND FOR JURY TRIAL

2 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

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4 DATED: July 17, 2025

D.LAW, INC.

5
6 By



Alvin B. Lindsay

William Tran

Attorneys for Plaintiff MARGARET

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similarly situated