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

20 SHADEA BRADLEY, individually, and on
21 behalf of other members of the general public
similarly situated,

22 Plaintiff,

23 vs.

24 NATIVE AMERICAN HEALTH CENTER,
25 INC., a California corporation; and DOES 1
through 100, inclusive,

26 Defendants.
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FILED
ALAMEDA COUNTY

MAY 01 2023

CLERK OF THE SUPERIOR COURT
By Nicole [Signature]

Case No.: 22CV011617

*Assigned for all purposes to the Honorable
Evelio Grillo, Dept. 21*

**JOINT STIPULATION TO AMEND
COMPLAINT; [PROPOSED] ORDER**

Complaint Filed: May 23, 2022
Trial Date: Not set

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1. The Parties have met and conferred regarding the filing of a First Amended Complaint in this matter in order to add an additional named plaintiff, Gregory Johnson, and additional cause of action for violation of California Labor Code § 2698, et seq. (“PAGA”). Based on the Parties’ discussions, the Parties have agreed that Plaintiff may file a First Amended Complaint.

- a. Adding Gregory Johnson as a named plaintiff;
- b. Adding allegations regarding violation of Labor Code section 221; and
- c. Adding an additional cause of action for violation of PAGA and related allegations.

4. Defendant's current Answer shall be deemed as the operative Answer to the FAC at the need to file an amended Answer.

IT IS SO STIPULATED.

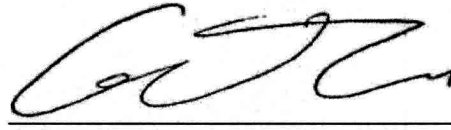
PARKER & MINNE, LLP


S. Emi Minne
Attorneys for Plaintiffs
SHADEA BRADLEY and
GREGORY JOHNSON

1 Dated: April 28, 2023

2 HANSON BRIDGETT LLP

3
4 By:



5 Gilbert Tsai

6 Molly Kaban

7 Rachel Vinson

8 Attorneys for Defendant

9 NATIVE AMERICAN HEALTH CENTER,
10 INC.

~~PROPOSED~~ ORDER

The Court, having received and reviewed the Joint Stipulation to Amend Complaint and the attached Proposed First Amended Complaint, and finding good cause therefore, **HEREBY ORDERS AS FOLLOWS:**

1. Named Plaintiff Shadea Bradley is granted leave to file the First Amended Complaint attached as "Exhibit 1" to the Parties' Joint Stipulation to Amend Complaint.

2. The First Amended Complaint shall be deemed filed as of the date of entry of this Order.

3. The First Amended Complaint shall be deemed served on Defendant Native American Health Center, Inc. as of the date of entry of this Order.

4. Defendant Native American Health Center, Inc.'s current Answer is hereby deemed as the operative Answer to the First Amended Complaint without the need to file an amended Answer.

5. The filing of the First Amended Complaint is without prejudice to and does not waive Defendant Native American Health Center, Inc.'s defenses thereto.

IT IS SO ORDERED.

Date:

MAY 01 2023


The Honorable Evelio Grillo

EXHIBIT 1

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

SHADEA BRADLEY and GREGORY
JOHNSON, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

NATIVE AMERICAN HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV0011617

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 204 and 221 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep

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- Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of Cal. Labor Code §§ 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs SHADEA BRADLEY and GREGORY JOHNSON
("Plaintiffs"), individually, and on behalf of other members of the general public similarly
situated, and allege as follows:

JURISDICTION AND VENUE

1. Plaintiffs bring this action against Defendant NATIVE AMERICAN HEALTH CENTER, INC. for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiffs' first through tenth causes of action are brought as a class action pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. The eleventh cause of action is brought by Plaintiff GREGORY JOHNSON as a representative action pursuant to California Labor Code sections 2698, et seq. on behalf of himself, the State of California, and all individuals who worked for Defendants in the State of California as hourly paid and/or non-exempt employees at any time during the period commencing on January 27, 2022 and ending on the date final judgment is entered ("Aggrieved Employees"). Plaintiff Gregory Johnson is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff Gregory Johnson exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendant' because, upon information and belief,

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

4 6. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, has agents, employs individuals, and/or transacts business in the State of
6 California, County of Alameda. The majority of acts and omissions alleged herein relating to
7 Plaintiffs, the other class members, and the Aggrieved Employees took place in the State of
8 California, including the County of Alameda. At all relevant times, Defendants maintained their
9 headquarters/"nerve center" within the State of California, County of Alameda.

10 PARTIES

11 7. Plaintiff SHADEA BRADLEY is an individual residing in the State of California.

12 8. Plaintiff GREGORY JOHNSON is an individual residing in the State of
13 California.

14 9. Defendant NATIVE AMERICAN HEALTH CENTER, INC., at all times herein
15 mentioned, was and is, upon information and belief, a California corporation and, at all times
16 herein mentioned, an employer whose employees are engaged throughout the State of California,
17 including the County of Alameda.

18 10. At all relevant times, Defendant NATIVE AMERICAN HEALTH CENTER,
19 INC. was the "employer" of Plaintiffs within the meaning of all applicable California laws and
20 statutes.

21 11. At all times herein relevant, Defendants NATIVE AMERICAN HEALTH
22 CENTER, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint
23 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
24 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within
25 the course and scope of their authority as such agents, partners, joint venturers, joint employers,
26 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
27 omissions alleged herein were duly committed with the ratification, knowledge, permission,
28 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

12. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs, the other class members, and the Aggrieved Employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

13. Defendant NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

14. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the Aggrieved Employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

15. Plaintiffs bring the first through tenth causes of action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

16. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

(Subclass A) All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

17. Plaintiffs reserve the right to establish additional subclasses as appropriate.

18. The class is ascertainable and there is a well-defined community of interest in the

litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in

1 the complaint anonymity that allows for the vindication of their rights.

2 19. There are common questions of law and fact as to the class members that
3 predominate over questions affecting only individual members. The following common
4 questions of law or fact, among others, exist as to the members of the class:

- 5 a. Whether Defendants' failure to pay wages, without abatement or
6 reduction, in accordance with the California Labor Code, was willful;
- 7 b. Whether Defendants' had a corporate policy and practice of failing to pay
8 their hourly-paid or non-exempt employees within the State of California
9 for all hours worked and missed (short, late, interrupted, and/or missed
10 altogether) meal periods and rest breaks in violation of California law;
- 11 c. Whether Defendants required Plaintiffs, the other class members, and the
12 Aggrieved Employees to work over eight (8) hours per day and/or over
13 forty (40) hours per week and failed to pay the legally required overtime
14 compensation to Plaintiffs, the other class members, and the Aggrieved
15 Employees;
- 16 d. Whether Defendants deprived Plaintiffs, the other class members, and the
17 Aggrieved Employees of meal and/or rest periods or required Plaintiffs,
18 the other class members, and the Aggrieved Employees to work during
19 meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay minimum wages to Plaintiffs, the other
21 class members, and the Aggrieved Employees for all hours worked;
- 22 f. Whether Defendants failed to pay all wages due to Plaintiffs, the other
23 class members, and the Aggrieved Employees within the required time
24 upon their discharge or resignation;
- 25 g. Whether Defendants failed to timely pay all wages due to Plaintiffs, the
26 other class members, and the Aggrieved Employees during their
27 employment;
- 28 h. Whether Defendants complied with wage reporting as required by the

California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs, the other class members, and the Aggrieved Employees for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs, the other class members, and the Aggrieved Employees are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

20. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Alameda.

21. Defendants, jointly and severally, employed Plaintiff SHADEA BRADLEY as an hourly-paid, non-exempt employee, from approximately June 2018 to approximately September 2019, in the State of California, including the County of Alameda.

22. Defendants, jointly and severally, employed Plaintiff GREGORY JOHNSON as an hourly-paid, non-exempt employee from approximately March 2021 to September 2022 in the State of California.

23. Defendants hired Plaintiffs, the other class members, and the Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

1 24. Defendants had the authority to hire and terminate Plaintiffs, the other class
2 members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiffs',
3 the other class members', and the Aggrieved Employees' employment, and to supervise their
4 daily employment activities.

5 25. Defendants exercised sufficient authority over the terms and conditions of
6 Plaintiffs', the other class members', and the Aggrieved Employees' employment for them to be
7 joint employers of Plaintiffs, the other class members, and the Aggrieved Employees.

8 26. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class
9 members, and the Aggrieved Employees.

10 27. Defendants continue to employ hourly-paid or non-exempt employees within the
11 State of California.

12 28. Plaintiffs, the other class members, and the Aggrieved Employees s worked over
13 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
14 Defendants.

15 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
17 employees within the State of California. This pattern and practice involved, *inter alia*, failing to
18 pay Plaintiffs, the other class members, and the Aggrieved Employees for all regular and/or
19 overtime wages earned and for missed meal periods and rest breaks in violation of California
20 law.

21 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 rounded the work time recorded by Plaintiffs, the other class members, and the Aggrieved
23 Employees in a manner that was not fair and neutral on its face and/or that favored Defendants
24 over time, resulting in Plaintiffs, the other class members, and the Aggrieved Employees being
25 underpaid for their time worked.

26 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
28 Employees were entitled to receive certain wages for overtime compensation and that they were

1 not receiving accurate overtime compensation for all overtime hours worked.

2 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 failed to provide Plaintiffs, the other class members, and the Aggrieved Employees all required
4 rest and meal periods during the relevant time period as required under the Industrial Welfare
5 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

6 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
8 Employees were entitled to receive all meal periods or payment of one additional hour of pay at
9 their regular rate of pay when a meal period was missed, and they did not receive all meal
10 periods or payment of one additional hour of pay at their regular rate of pay when a meal period
11 was missed.

12 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
14 Employees were entitled to receive all rest periods or payment of one additional hour of pay at
15 their regular rate of pay when a rest period was missed, and they did not receive all rest periods
16 or payment of one additional hour of pay at their regular rate of pay when a rest period was
17 missed.

18 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
20 Employees were entitled to receive at least minimum wages for compensation and that they were
21 not receiving at least minimum wages for all hours worked.

22 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
24 Employees were entitled to receive all wages owed to them upon discharge or resignation,
25 including overtime and minimum wages and meal and rest period premiums, and they did not, in
26 fact, receive all such wages owed to them at the time of their discharge or resignation.

27 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs, the other class members, and the Aggrieved

1 Employees were entitled to receive all wages owed to them during their employment. Plaintiffs,
2 the other class members, and the Aggrieved Employees did not receive payment of all wages,
3 including overtime and minimum wages and meal and rest period premiums, within any time
4 permissible under California Labor Code section 204.

5 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
7 Employees were entitled to receive complete and accurate wage statements in accordance with
8 California law, but, in fact, they did not receive complete and accurate wage statements from
9 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
10 worked by Plaintiffs, the other class members, and the Aggrieved Employees.

11 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Defendants had to keep complete and accurate payroll records
13 for Plaintiffs, the other class members, and the Aggrieved Employees in accordance with
14 California law, but, in fact, did not keep complete and accurate payroll records.

15 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs, the other class members, and the Aggrieved
17 Employees were entitled to reimbursement for necessary business-related expenses.

18 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that they had a duty to compensate Plaintiffs, the other class
20 members, and the Aggrieved Employees pursuant to California law, and that Defendants had the
21 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
22 do so, and falsely represented to Plaintiffs, the other class members, and the Aggrieved
23 Employees that they were properly denied wages, all in order to increase Defendants' profits.

24 42. During the relevant time period, Defendants failed to pay overtime wages to
25 Plaintiffs, the other class members, and the Aggrieved Employees for all overtime hours worked.
26 Plaintiffs, the other class members, and the Aggrieved Employees were required to work more
27 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for
28 all overtime hours worked.

1 43. During the relevant time period, Defendants rounded the work time recorded by
2 Plaintiffs, the other class members, and the Aggrieved Employees in a manner that was not fair
3 and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs, the other
4 class members, and the Aggrieved Employees being underpaid for their time worked.

5 44. During the relevant time period, Defendants failed to provide all requisite
6 uninterrupted meal and rest periods to Plaintiffs, the other class members, and the Aggrieved
7 Employees.

8 45. During the relevant time period, Defendants failed to pay Plaintiffs, the other
9 class members, and the Aggrieved Employees at least minimum wages for all hours worked.

10 46. During the relevant time period, Defendants failed to pay Plaintiffs, the other
11 class members, and the Aggrieved Employees all wages owed to them upon discharge or
12 resignation.

13 47. During the relevant time period, Defendants failed to pay Plaintiffs, the other
14 class members, and the Aggrieved Employees all wages within any time permissible under
15 California law, including, *inter alia*, California Labor Code section 204.

16 48. During the relevant time period, Defendants failed to provide complete or
17 accurate wage statements to Plaintiffs, the other class members, and the Aggrieved Employees.

18 49. During the relevant time period, Defendants failed to keep complete or accurate
19 payroll records for Plaintiffs, the other class members, and the Aggrieved Employees.

20 50. During the relevant time period, Defendants failed to reimburse Plaintiffs, the
21 other class members, and the Aggrieved Employees for all necessary business-related expenses
22 and costs.

23 51. During the relevant time period, Defendants failed to properly compensate
24 Plaintiffs, the other class members, and the Aggrieved Employees pursuant to California law in
25 order to increase Defendants' profits.

26 52. California Labor Code section 218 states that nothing in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
28 to him [or her] under this article."

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

4 53. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
5 through 52, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 54. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

11 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 were required to pay Plaintiffs and the other class members employed by Defendants, and
13 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
14 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
15 forty (40) hours in a workweek.

16 56. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
18 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

19 57. California Labor Code section 510 codifies the right to overtime compensation at
20 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
21 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
22 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
23 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 58. During the relevant time period, Plaintiffs and the other class members worked in
25 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

26 59. During the relevant time period, Defendants intentionally and willfully failed to
27 pay overtime wages owed to Plaintiffs and the other class members.

28 60. Defendants' failure to pay Plaintiffs and the other class members the unpaid

1 balance of overtime compensation, as required by California laws, violates the provisions of
2 California Labor Code sections 510 and 1198, and is therefore unlawful.

3 61. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
4 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
5 attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 226.7 and 512(a))**

8 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

9 62. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 61, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 63. At all relevant times, the IWC Order and California Labor Code sections 226.7
13 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
14 Defendants.

15 64. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any meal or rest period mandated by an
17 applicable order of the California IWC.

18 65. At all relevant times, the applicable IWC Wage Order and California Labor Code
19 section 512(a) provide that an employer may not require, cause or permit an employee to work
20 for a work period of more than five (5) hours per day without providing the employee with a
21 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
22 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
23 both the employer and employee.

24 66. At all relevant times, the applicable IWC Wage Order and California Labor Code
25 section 512(a) further provide that an employer may not require, cause or permit an employee to
26 work for a work period of more than ten (10) hours per day without providing the employee with
27 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
28 hours worked is no more than twelve (12) hours, the second meal period may be waived by

1 mutual consent of the employer and the employee only if the first meal period was not waived.

2 67. During the relevant time period, Plaintiffs and the other class members who were
3 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
4 legally-mandated meal periods by mutual consent, were required to work for periods longer than
5 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
6 rest period.

7 68. During the relevant time period, Plaintiffs and the other class members who were
8 scheduled to work for a period of time in excess of six (6) hours were required to work for
9 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
10 (30) minutes and/or rest period.

11 69. During the relevant time period, Defendants intentionally and willfully required
12 Plaintiffs and the other class members to work during meal periods and failed to compensate
13 Plaintiffs and the other class members the full meal period premium for work performed during
14 meal periods.

15 70. During the relevant time period, Defendants failed to pay Plaintiffs and the other
16 class members the full meal period premium due pursuant to California Labor Code section
17 226.7.

18 71. Defendants' conduct violates applicable IWC Wage Order and California Labor
19 Code sections 226.7 and 512(a).

20 72. Pursuant to applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
22 additional hour of pay at the employee's regular rate of compensation for each work day that the
23 meal or rest period is not provided.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code § 226.7)**

26 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

27 73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 72, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 74. At all times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
4 employment by Defendants.

5 75. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC.

8 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3
13 ½) hours.

14 77. During the relevant time period, Defendants required Plaintiffs and other class
15 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
16 period per each four (4) hour period worked.

17 78. During the relevant time period, Defendants willfully required Plaintiffs and the
18 other class members to work during rest periods and failed to pay Plaintiffs and the other class
19 members the full rest period premium for work performed during rest periods.

20 79. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members the full rest period premium due pursuant to California Labor Code section 226.7.

22 80. Defendants' conduct violates applicable IWC Wage Orders and California Labor
23 Code section 226.7.

24 81. Pursuant to the applicable IWC Wage Orders and California Labor Code section
25 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employees' regular hourly rate of compensation for each work day
27 that the rest period was not provided.

28 **FOURTH CAUSE OF ACTION**

1 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

2 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

3 82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
4 through 81, and each and every part thereof with the same force and effect as though fully set
5 forth herein.

6 83. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
7 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
8 the minimum so fixed is unlawful.

9 84. During the relevant time period, Defendants failed to pay minimum wage to
10 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
11 1194, 1197, and 1197.1.

12 85. Defendants' failure to pay Plaintiffs and the other class members the minimum
13 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
14 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of
15 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
16 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17 86. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
18 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
19 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
20 minimum wages.

21 87. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
22 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

24 **FIFTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 201 and 202)**

26 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

27 88. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 87, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 89. At all relevant times herein set forth, California Labor Code sections 201 and 202
3 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
4 discharge are due and payable immediately, and if an employee quits his or her employment, his
5 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
6 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
7 which case the employee is entitled to his or her wages at the time of quitting.

8 90. During the relevant time period, Defendants intentionally and willfully failed to
9 pay Plaintiffs and the other class members who are no longer employed by Defendants their
10 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

11 91. Defendants' failure to pay Plaintiffs and the other class members who are no
12 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
13 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
14 202.

15 92. California Labor Code section 203 provides that if an employer willfully fails to
16 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
17 continue as a penalty from the due date thereof at the same rate until paid or until an action is
18 commenced; but the wages shall not continue for more than thirty (30) days.

19 93. Plaintiffs and the other class members are entitled to recover from Defendants the
20 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
21 pursuant to California Labor Code section 203.

22 **SIXTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 204 and 221)**

24 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

25 94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
26 through 93, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 95. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
2 calendar month, other than those wages due upon termination of an employee, are due and
3 payable between the 16th and the 26th day of the month during which the labor was performed.

4 96. At all times herein set forth, California Labor Code section 204 provides that all
5 wages earned by any person in any employment between the 16th and the last day, inclusive, of
6 any calendar month, other than those wages due upon termination of an employee, are due and
7 payable between the 1st and the 10th day of the following month.

8 97. At all times herein set forth, California Labor Code section 204 provides that all
9 wages earned for labor in excess of the normal work period shall be paid no later than the payday
10 for the next regular payroll period.

11 98. At all times herein set forth, California Labor Code section 221 provides that it is
12 unlawful for any employer to collect or receive from an employee any part of wages theretofore
13 paid by said employer to said employee.

14 99. During the relevant time period, Defendants intentionally and willfully failed to
15 pay Plaintiffs and the other class members all wages due to them, within any time period
16 permissible under California Labor Code section 204.

17 100. During the relevant time period, Defendants unlawfully withheld wages owed to
18 Plaintiffs and other class members in violation of California Labor Code section 221.

19 101. Plaintiffs and the other class members are entitled to recover all remedies
20 available for violations of California Labor Code sections 204 and 221.

21 **SEVENTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 226(a))**

23 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

24 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 99, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 103. At all material times set forth herein, California Labor Code section 226(a)
28 provides that every employer shall furnish each of his or her employees an accurate itemized

1 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
2 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on
3 a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
4 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
5 dates of the period for which the employee is paid, (7) the name of the employee and his or her
6 social security number, (8) the name and address of the legal entity that is the employer, and (9)
7 all applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate by the employee. The deductions made from payments of wages
9 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
10 year, and a copy of the statement or a record of the deductions shall be kept on file by the
11 employer for at least three years at the place of employment or at a central location within the
12 State of California.

13 104. Defendants have intentionally and willfully failed to provide Plaintiffs and the
14 other class members with complete and accurate wage statements. The deficiencies include, but
15 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
16 other class members.

17 105. As a result of Defendants' violation of California Labor Code section 226(a),
18 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
19 protected rights.

20 106. More specifically, Plaintiffs and the other class members have been injured by
21 Defendants' intentional and willful violation of California Labor Code section 226(a) because
22 they were denied both their legal right to receive, and their protected interest in receiving,
23 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

24 107. Plaintiffs and the other class members are entitled to recover from Defendants the
25 greater of their actual damages caused by Defendants' failure to comply with California Labor
26 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

27 108. Plaintiffs and the other class members are also entitled to injunctive relief to
28 ensure compliance with this section, pursuant to California Labor Code section 226(h).

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 1174(d))**

3 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

4 109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 106, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
8 central location in the state or at the plants or establishments at which employees are employed,
9 payroll records showing the hours worked daily by and the wages paid to, and the number of
10 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
11 respective plants or establishments. These records shall be kept in accordance with rules
12 established for this purpose by the commission, but in any case shall be kept on file for not less
13 than two years.

14 111. Defendants have intentionally and willfully failed to keep accurate and complete
15 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
16 class members.

17 112. As a result of Defendants' violation of California Labor Code section 1174(d),
18 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
19 protected rights.

20 113. More specifically, Plaintiffs and the other class members have been injured by
21 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
22 they were denied both their legal right and protected interest, in having available, accurate and
23 complete payroll records pursuant to California Labor Code section 1174(d).

24 **NINTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 2800 and 2802)**

26 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

27 114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 111, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 115. Pursuant to California Labor Code sections 2800 and 2802, an employer must
3 reimburse its employee for all necessary expenditures incurred by the employee in direct
4 consequence of the discharge of his or her job duties or in direct consequence of his or her
5 obedience to the directions of the employer.

6 116. Plaintiffs and the other class members incurred necessary business-related
7 expenses and costs that were not fully reimbursed by Defendants.

8 117. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
9 other class members for all necessary business-related expenses and costs.

10 118. Plaintiffs and the other class members are entitled to recover from Defendants
11 their business-related expenses and costs incurred during the course and scope of their
12 employment, plus interest accrued from the date on which the employee incurred the necessary
13 expenditures at the same rate as judgments in civil actions in the State of California.

14 **TENTH CAUSE OF ACTION**

15 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

16 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

17 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 116, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 120. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
21 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
22 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
23 within the meaning of Code of Civil Procedure section 1021.5.

24 121. Defendants' activities as alleged herein are violations of California law, and
25 constitute unlawful business acts and practices in violation of California Business & Professions
26 Code section 17200, et seq.

27 122. A violation of California Business & Professions Code section 17200, et seq. may
28 be predicated on the violation of any state or federal law. In this instant case, Defendants'

1 policies and practices of requiring employees, including Plaintiffs and the other class members,
2 to work overtime without paying them proper compensation violate California Labor Code
3 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
4 including Plaintiffs and the other class members, to work through their meal and rest periods
5 without paying them proper compensation violate California Labor Code sections 226.7 and
6 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
7 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
8 failing to timely pay wages to Plaintiffs and the other class members violate California Labor
9 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
10 226(a), 1174(d), 2800 and 2802.

11 123. As a result of the herein described violations of California law, Defendants
12 unlawfully gained an unfair advantage over other businesses.

13 124. Plaintiffs and the other class members have been personally injured by
14 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
15 limited to the loss of money and/or property.

16 125. Pursuant to California Business & Professions Code sections 17200, et seq.,
17 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
18 retained by Defendants during a period that commences four years preceding the filing of this
19 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
20 1021.5 and other applicable laws; and an award of costs.

21 **ELEVENTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 2698, et seq.)**

23 **(Against NATIVE AMERICAN HEALTH CENTER, INC. and DOES 1 through 100)**

24 126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 123, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 127. Plaintiff GREGORY JOHNSON bring the eleventh cause of action as a
28 representative action on behalf of himself, the State of California, and other Aggrieved

1 Employees in the capacity as a private attorney general pursuant to Labor Code Sections 2698, et
2 seq. ("PAGA").

3 128. PAGA specifically provides for a private right of action to recover civil penalties
4 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
5 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
6 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
7 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
8 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
9 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
10 2699(a).

11 129. Plaintiff GREGORY JOHNSON was employed by Defendants and the Labor
12 Code violations alleged herein were committed against him during his employment with
13 Defendants. Accordingly, Plaintiff GREGORY JOHNSON is an "aggrieved employee" under
14 PAGA.

15 130. As set forth in detail herein, during all times relevant to this Action, Defendants
16 have routinely subjected Plaintiffs and Aggrieved Employees to violations of the California
17 Labor Codes by:

- 18 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
19 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 20 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
21 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 22 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
23 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
24 additional hour of premium pay for meal period violations in violation of Labor
25 Code §§ 226.7 and 512.
- 26 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to
27 take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved
28 Employees an additional hour of premium pay for rest period violations in

violation of Labor Code §§ 226.7 and 512.

- e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

131. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff GREGORY JOHNSON, individually and on behalf of the State of California and the Aggrieved Employees, requests and is entitled to recover civil penalties against Defendants for the Labor Code violations described above, including civil penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5 and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties is in an amount to be shown according to proof at trial.

132. Plaintiff GREGORY JOHNSON has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On January 27, 2023, Plaintiff GREGORY JOHNSON, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff GREGORY JOHNSON'S intent to bring a claim for civil penalties under PAGA. Plaintiff GREGORY

1 JOHNSON also paid the filing fee required under Labor Code § 2699.3. As of the filing of this
2 Complaint, the Labor and Workforce Development Agency has not indicated that it intends to
3 investigate the violations discussed in the notice. Accordingly, Plaintiff GREGORY JOHNSON
4 may commence a civil action to recover penalties for himself and other Aggrieved Employees
5 pursuant to Labor Code § 2699.

6 133. Plaintiff GREGORY JOHNSON was compelled to retain the services of counsel
7 to file this court action to protect his interests and the Aggrieved Employees, and to assess and
8 collect the civil penalties owed by Defendants. Plaintiff GREGORY JOHNSON therefore seeks
9 an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any
10 other applicable statute.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs, individually, and on behalf of other members of the general public similarly
13 situated, requests a trial by jury.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
16 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
17 as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiffs be appointed as the representatives of the Class;
21 3. That counsel for Plaintiffs be appointed as Class Counsel; and
22 4. That Defendants provide to Class Counsel immediately the names and most
23 current/last known contact information (address, e-mail and telephone numbers) of all class
24 members.

25 **As to the First Cause of Action**

- 26 5. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
28 all overtime wages due to Plaintiffs and the other class members;

1 6. For general unpaid wages at overtime wage rates and such general and special
2 damages as may be appropriate;

3 7. For pre-judgment interest on any unpaid overtime compensation commencing
4 from the date such amounts were due;

5 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194; and

7 9. For such other and further relief as the Court may deem just and proper.

8 **As to the Second Cause of Action**

9 10. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
11 provide all meal periods (including second meal periods) to Plaintiffs and the other class
12 members;

13 11. That the Court make an award to Plaintiffs and the other class members of one (1)
14 hour of pay at each employee's regular rate of compensation for each workday that a meal period
15 was not provided;

16 12. For all actual, consequential, and incidental losses and damages, according to
17 proof;

18 13. For premium wages pursuant to California Labor Code section 226.7(c);

19 14. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due;

21 15. For reasonable attorneys' fees and costs of suit incurred herein; and

22 16. For such other and further relief as the Court may deem just and proper.

23 **As to the Third Cause of Action**

24 17. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
26 rest periods to Plaintiffs and the other class members;

27 18. That the Court make an award to Plaintiffs and the other class members of one (1)
28 hour of pay at each employee's regular rate of compensation for each workday that a rest period

1 was not provided;

2 19. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 20. For premium wages pursuant to California Labor Code section 226.7(c);

5 21. For pre-judgment interest on any unpaid wages from the date such amounts were
6 due; and

7 22. For such other and further relief as the Court may deem just and proper.

8 **As to the Fourth Cause of Action**

9 23. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
11 Plaintiffs and the other class members;

12 24. For general unpaid wages and such general and special damages as may be
13 appropriate;

14 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
15 Plaintiffs and the other class members in the amount as may be established according to proof at
16 trial;

17 26. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due;

19 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194(a);

21 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

22 29. For such other and further relief as the Court may deem just and proper.

23 **As to the Fifth Cause of Action**

24 30. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
26 time of termination of the employment of Plaintiffs and the other class members no longer
27 employed by Defendants;

28 31. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
3 Plaintiffs and the other class members who have left Defendants' employ;

4 33. For pre-judgment interest on any unpaid compensation from the date such
5 amounts were due; and

6 34. For such other and further relief as the Court may deem just and proper.

7 **As to the Sixth Cause of Action**

8 35. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 204 and 221 by willfully failing to pay all compensation owed as required
10 by California Labor Code sections 204 and 221 to Plaintiffs and the other class members;

11 36. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 37. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due; and

15 38. For such other and further relief as the Court may deem just and proper.

16 **As to the Seventh Cause of Action**

17 39. That the Court declare, adjudge and decree that Defendants violated the record
18 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
19 to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage
20 statements thereto;

21 40. For actual, consequential and incidental losses and damages, according to proof;

22 41. For statutory penalties pursuant to California Labor Code section 226(e);

23 42. For injunctive relief to ensure compliance with this section, pursuant to California
24 Labor Code section 226(h); and

25 43. For such other and further relief as the Court may deem just and proper.

26 **As to the Eighth Cause of Action**

27 44. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

1 for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

2 45. For actual, consequential and incidental losses and damages, according to proof;

3 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

4 47. For such other and further relief as the Court may deem just and proper.

5 **As to the Ninth Cause of Action**

6 48. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
8 class members for all necessary business-related expenses as required by California Labor Code
9 sections 2800 and 2802;

10 49. For actual, consequential and incidental losses and damages, according to proof;

11 50. For the imposition of civil penalties and/or statutory penalties;

12 51. For reasonable attorneys' fees and costs of suit incurred herein; and

13 52. For such other and further relief as the Court may deem just and proper.

14 **As to the Tenth Cause of Action**

15 53. That the Court decree, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
17 other class members all overtime compensation due to them, failing to provide all meal and rest
18 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
19 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
20 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
21 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

22 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 55. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections 17200,
27 et seq.;

28 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 57. For injunctive relief to ensure compliance with this section, pursuant to California
3 Business and Professions Code sections 17200, et seq.; and

4 58. For such other and further relief as the Court may deem just and proper.

5 **As to the Eleventh Cause of Action**

6 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
7 Code;

8 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
9 558, 210, 226, 226.3, 1174.5 and 1197.1, and all other penalties allowed by the California
10 Labor Code and/or other applicable statutes; and

11 61. For such other relief as the Court deems just and proper.

12
13 Dated: April 24, 2023

PARKER & MINNE, LLP

14
15 By:  _____

16 S. Emi Minne
17 *Attorneys for Plaintiffs*
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PROOF OF SERVICE

Shadea Bradley v. Native American Health Center, Inc. – Case No. 22CV011617

I, S. Emi Minne, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 700 South Flower Street, Suite 1000, Los Angeles, California 90017. On April 28, 2023, I served a copy of the following document(s):

JOINT STIPULATION TO AMEND COMPLAINT; [PROPOSED] ORDER

on the interested parties as follows:

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Attorneys for Defendant NATIVE AMERICAN HEALTH CE

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to the addressee(s) listed above via email from email address emi@parkeminne.com pursuant to California Code of Civil Procedure section 1010.6(b). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2023 at Redondo Beach, California.



S. Emi Minne