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on behalf of herself and current and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA COUNTY

DEBORAH MARTIN, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

AURORA BEHAVIORAL HEALTHCARE-
SANTA ROSE, LLC, a California corporation
dba SANTA ROSA BEHAVIORAL
HEALTHCARE HOSPITAL; SIGNATURE
HEALTHCARE SERVICES, LLC, a Michigan
corporation; and DOES 1 to 100, Inclusive,

Defendants.

Case No.: SCV-272870

CLASS AND PAGA ACTION

**PLAINTIFF DEBORAH MARTIN'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION AND
FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS OF WORK AT THE
LEGAL MINIMUM WAGE RATE
IN VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY PROPER
OVERTIME WAGES FOR DAILY
OVERTIME WORKED, ALL
HOURS WORKED, AND FAILURE
TO INCLUDE ADDITIONAL
REMUNERATION WHEN
CALCULATING OVERTIME
WAGES IN VIOLATION OF
LABOR CODE SECTIONS 510,
1194, AND 1198**

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3. **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
5. **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
6. **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**
7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
8. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
9. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
10. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***
12. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

Violation of California Labor Code §2698,
et seq. (California Labor Code Private
Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW Plaintiff DEBORAH MARTIN (“Plaintiff”), who alleges and complains against Defendants AURORA BEHAVIORAL HEALTHCARE-SANTA ROSE, LLC, a California corporation dba SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL (“Defendant SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL”); SIGNATURE HEALTHCARE SERVICES, LLC, a Michigan corporation (“Defendant SIGNATURE HEALTHCARE SERVICES”); and DOES 1 to 100, Inclusive (collectively “Defendants”) as follows:

brings this representative action as proxy for the State of California’s Labor and Workforce Development Agency (“LWDA”) on behalf of all current and former aggrieved employees of Defendants in California, hereby alleges the following facts and claims against Defendants, and respectfully request civil penalties, all other available relief, and a trial by jury of all issues and causes of action so triable.

I. INTRODUCTION

1. This is a wage and hour class action lawsuit and Private Attorneys’ General Act of 2004, Lab. Code §§ 2698, et seq. (“PAGA”) representative action associated with Defendant’s violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at minimum wage; failure to pay proper overtime wages for daily overtime worked, all hours worked, and failure to include additional remuneration when calculating overtime wages; failure to authorize or permit meal periods; failure to authorize or permit rest periods; failure to pay all accrued and vested vacation/PTO wages; failure to provide sick pay; failure to indemnify employees for employment-related losses and expenditures; failure to timely pay earned wages during employment; failure to timely pay all earned wages and final paychecks due at time of separation of employment; failure to provide complete and accurate wage statements; and unfair business practices. Plaintiff brings this action on behalf of the State of California, herself, others similarly situated, and other current and former aggrieved employees of Defendants, who worked as hourly

1 non-exempt employees in California during the relevant time period, seeking unpaid wages and
2 interest thereon for failure to pay wages for all hours worked at minimum wage; statutory penalties
3 for failure to timely pay earned wages during employment; statutory waiting time penalties in the
4 form of continuation wages for failure to timely pay employees all wages due upon separation of
5 employment; statutory penalties for failure to provide accurate wage statements; civil penalties
6 associated with Defendants' aforementioned violations of the Labor Code; injunctive relief and
7 other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and
8 1194; costs, interest, and liquidated damages, brought on behalf of Plaintiff and others similarly
9 situated. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
10 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
11 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This is a wage and hour class action lawsuit and Private Attorneys' General Act of
14 2004, Lab. Code §§ 2698, et seq. ("PAGA") representative action brought pursuant to the California
15 Labor Code section 2698, et seq. and in relation to alleged violations of the Labor Code. The civil
16 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
17 be established according to proof at trial. The "amount in controversy" for the named Plaintiff,
18 including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro
19 rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

20 3. This Court has jurisdiction over Plaintiff's and putative class members' claims for
21 failure to pay wages for all hours worked at minimum wage and overtime hours worked at the
22 overtime rate of pay due; failure to authorize or permit all legally required and compliant meal
23 periods and/or pay meal period premium wages; failure to authorize or permit all legally required
24 and compliant rest periods and/or pay rest period premium wages; failure to pay accrued and vested
25 vacation/PTO wages; failure to provide sick pay; failure to indemnify all necessary expenditures or
26 losses incurred by employees in direct consequence of discharging their duties; statutory penalties
27 for failure to timely pay earned wages during employment; statutory waiting time penalties in the
28 form of continuation wages for failure to timely pay employees all wages due upon separation of

1 employment; statutory penalties for failure to provide accurate wage statements; and claims for
2 injunctive relief and restitution under California Business and Professions Code sections 17200, et
3 seq., for the following reasons: Defendants operate throughout California; Defendants employed
4 Plaintiff and putative class members in locations throughout California, including but not limited to
5 Sonoma County, at 1287 Fulton Road, Santa Rosa, California 95401; more than two-thirds of
6 putative class members are California citizens; the principal violations of California law occurred
7 in California; no other class actions have been filed against Defendants in the last four (4) years
8 alleging wage and hour violations; the conduct of Defendants forms a significant basis for Plaintiff's
9 and putative class members' claims; and Plaintiff and putative class members seek significant relief
10 from Defendants.

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

15 5. This Court has jurisdiction over Defendant because, upon information and belief,
16 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
17 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it
18 by the California courts consistent with traditional notions of fair play and substantial justice.

19 6. Venue is proper in this Court because, upon information and belief, Defendant
20 maintains offices, has agents, and/or transacts business in the State of California, including the
21 County of Sonoma County. At all relevant times, Defendant maintained its headquarters "nerve
22 center" within the State of California, County of Sonoma County.

23 **PARTIES**

24 7. Plaintiff brings this action on behalf of herself and other members of the general
25 public similarly-situated. Plaintiff further brings this action as a representative of the Labor and
26 Workforce Development Agency on behalf of herself and other current and former employees
27 subject to violations of the Labor Code and IWC Wage Orders. The named Plaintiff and the persons
28 on whose behalf this action is filed include current, former and/or future employees of Defendants

1 who worked, work, or will work for Defendants as hourly non-exempt employees in California. At
2 all times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and
3 citizen of California and was employed by Defendants in an hourly non-exempt employee from on
4 or about May 19, 2019, to on or around May 18, 2022.

5 8. Plaintiff is informed and believes, and on that basis alleges that Defendants employed
6 Plaintiff and other hourly non-exempt employees throughout the State of California and therefore
7 its conduct forms a significant basis of the claims asserted in this matter.

8 9. Plaintiff is informed and believes and thereon alleges that Defendants AURORA
9 BEHAVIORAL HEALTHCARE-SANTA ROSE, LLC, a California corporation dba SANTA
10 ROSA BEHAVIORAL HEALTHCARE HOSPITAL and DOES 1-25 (“Defendant SANTA ROSA
11 BEHAVIORAL HEALTHCARE HOSPITAL”) are authorized to do business within the State of
12 California and are doing business in the State of California and/or that Defendants DOES 1-25 are,
13 and at all times relevant hereto were persons acting on behalf of Defendants in the establishment of,
14 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendants
15 SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL and DOES 1-25 operate in Sonoma
16 County and employed Plaintiff and other putative class members in Sonoma County at its business
17 located at 1287 Fulton Road, Santa Rosa, California 95401.

18 10. Plaintiff is informed and believes and thereon alleges that Defendants SIGNATURE
19 HEALTHCARE SERVICES and DOES 26-50 (“Defendant SIGNATURE HEALTHCARE
20 SERVICES”) are authorized to do business within the State of California and are doing business in
21 the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were
22 persons acting on behalf of Defendants in the establishment of, or ratification of, the aforementioned
23 illegal wage and hour practices or policies. Defendants SIGNATURE HEALTHCARE SERVICES
24 and DOES 26-50 operate in Riverside County at its business located at 2065 Compton Avenue,
25 Corona, California 92881.

26 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-75
27 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff that
28 employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff, putative

1 class members, and aggrieved employees to work, and exercised control over the wages, hours and
2 working conditions of employment of Plaintiff, and class members, and aggrieved employees.

3 12. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76-100
4 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
5 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent
6 contractor and/or employee of each Defendant and participated in the establishment of, or
7 ratification of, the aforementioned illegal wage and hour practices or policies.

8 13. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
9 sues said defendants by said fictitious names, and will amend this complaint when the true names
10 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
11 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
12 named defendants is in some manner responsible for the events and allegations set forth in this
13 complaint.

14 14. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
15 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
16 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
17 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
18 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
19 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
20 Complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted
21 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
22 each Defendant knew or should have known about, authorized, ratified, adopted, approved,
23 controlled, aided and abetted the conduct of all other defendants. As used in this Complaint,
24 "Defendants" means "Defendants and each of them," and refers to the Defendants named in the
25 particular cause of action in which the word appears and includes Defendants SANTA ROSA
26 BEHAVIORAL HEALTHCARE HOSPITAL, Defendant SIGNATURE HEALTHCARE
27 SERVICES MA ENGINEERS, and DOES 1 to 100, inclusive.

1 **15.** At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
2 employee, and/or joint venturer of each of the other Defendants and was acting within the course
3 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
4 and consent of each of the other Defendants.

5 **16.** Plaintiff makes the allegations in this complaint without any admission that, as to
6 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
7 reserves all of Plaintiff's right to plead in the alternative.

8 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

9 **17.** Pursuant to Industrial Welfare Commission ("IWC") Wage Order 1 ("Wage Order"),
10 codified at California Code of Regulations title 8, section 11010, Defendants are employers of
11 Plaintiff within the meaning of Wage Order 1 and section 18 of the California Labor Code.
12 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
13 herein in violation of the Wage Order and the California Labor Code.

14 **18. Failure to pay wages for all hours worked at the legal minimum wage:**
15 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
16 employees. In California, an employer is required to pay hourly employees for all "hours worked"
17 at least the minimum wage rate of pay which includes all time that an employee is under the control
18 of the employer and all time the employee is suffered and permitted to work as established by the
19 Industrial Welfare Commission ("IWC") and the Wage Orders. This includes the time an employee
20 spends, either directly or indirectly, performing services which inure to the benefit of the employer.

21 **19.** Plaintiff and similarly situated hourly non-exempt employees worked more minutes
22 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
23 similarly situated employees all wages at the applicable minimum wage for all hours worked due to
24 Defendants' policies, practices, and/or procedures including, but not limited to:

25 (a) Since the outbreak of COVID-19, Defendants have required Plaintiff and
26 similarly situated employees to line up and wait to undergo and undergo off-the-clock temperature
27 checks prior to being permitted to clock in for their shifts without paying Plaintiffs or similarly
28 situated employees for this additional off-the-clock time.

20. Therefore, Defendants suffered, permitted, and required their hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 5.

21. Failure to pay wages for overtime hours worked at the overtime rate of pay: Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered or permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

22. Labor Code sections 510 and 1194 and Wage Order 5 require an employer to compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510; Wage Order 5, §4.

23. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Defendants paid Plaintiff and other non-exempt employees similarly situated one-half the rate of the regular wages, rather than a time and half of Plaintiff and other non-exempt employees regular rate of pay for their overtime pay. As a result, Defendants failed to properly pay Plaintiff and other non-exempt employees their overtime pay, including overtime and double overtime.

1 (b) Since the outbreak of COVID-19, Defendants have required Plaintiff and
2 similarly situated employees to line up and wait to undergo and undergo off-the-clock temperature
3 checks prior to being permitted to clock in for their shifts without paying Plaintiffs or similarly
4 situated employees for this additional off-the-clock time.

5 24. To the extent Plaintiff and similarly situated employees had already worked 8 hours
6 in the workday and/or during workweeks Plaintiff and similarly situated employees had already
7 worked 40 hours in a workweek, the employees should have been paid overtime at the proper
8 overtime rate. This resulted in hourly non-exempt employees working time which should have been
9 paid at the legal overtime rate but was not paid at the correct overtime rate in violation of Labor
10 Code sections 510, 1194, and Wage Order 5, §4.

11 25. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
12 failing to properly pay Plaintiff and similarly situated employees for their overtime hours at their
13 proper overtime rate of pay, in violation of Labor Code sections 510, 1194, 1198, and the Wage
14 Order.

15 26. **Failure to pay overtime at the proper overtime rate by failing to include all**
16 **remuneration in calculating the regular rate of pay for purposes of paying overtime:**
17 Defendants employ hourly non-exempt employees, including Plaintiff and others similarly situated,
18 with a compensation structure that includes additional remuneration, including an additional
19 "bonus" pay.

20 27. California Labor Code sections 510 and 1194 require an employer to compensate
21 employees a higher rate of pay for hours worked in excess of eight hours in a workday:

22 Any work in excess of eight hours in one workday and any work in excess of 40
23 hours in any one workweek and the first eight hours worked on the seventh day of
24 work in any one workweek shall be compensated at the rate of no less than one and
25 one-half times the regular rate of pay for an employee. Any work in excess of 12
26 hours in one day shall be compensated at the rate of no less than twice the regular
27 rate of pay for an employee. In addition, any work in excess of eight hours on any
28 seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

(Cal. Lab. Code §510.)

28 28. Regarding the "regular rate," overtime is based upon an employee's regular rate of

1 pay. “The regular rate at which an employee is employed shall be deemed to include all
2 remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor
3 Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

4 29. At times, Plaintiff and similarly situated employees worked overtime hours under
5 state law during pay periods that they earned the additional “bonus” pay. Despite the fact that
6 California law requires employers to include all remuneration as part of the regular rate of pay for
7 determining overtime premium pay, Defendants entirely excluded Plaintiff’s and similarly situated
8 hourly non-exempt employees’ additional “bonus” pay in calculating those employees’ overtime
9 rate of pay.

10 30. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
11 other similarly situated hourly non-exempt employees working hours in excess of eight hours in a
12 workday and/or 40 hours in a workweek and Defendants paying them less overtime than they earned
13 pursuant to California law.

14 31. **Failure to authorize or permit all legally required and compliant meal periods**
15 **and/or failure to pay meal period premium wages and/or pay meal period premium wages at**
16 **employees’ regular rate of pay:** California law requires an employer to authorize or permit an
17 employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved
18 of all duties and the employer relinquishes control over the employee’s activities prior to the
19 employee’s sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 5-2001, 11; *Brinker*
20 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
21 employee for a work period of more than 10 hours per day without providing the employee with a
22 second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work.
23 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be
24 considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is
25 only permitted when: (1) the nature of the work prevents an employee from being relieved of all
26 duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an employer
27 fails to provide an employee a meal period in accordance with the law, the employer must pay the
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1 employee one hour of pay at the employee's regular rate of pay for each workday that a legally
2 required meal period was not timely provided or was not duty-free. *Id.*

3 32. During the four years prior to the filing of the complaint, Plaintiff and similarly
4 situated employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiff
5 and similarly situated employees were not given an uninterrupted 30-minute meal break for every
6 five hours of work because Defendants' systematic company policy pressured and/or required
7 employees to work without receiving meal periods, or the meal breaks were interrupted, untimely,
8 taken while working, and/or were shorter than 30 minutes. Nevertheless, Defendants automatically
9 deducted 30 minutes from Plaintiff's and similarly situated employees' daily hours worked and
10 attributed that time to a first meal period.

11 33. At times, Plaintiff and California non-exempt employees would work in excess of 10
12 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
13 did not provide Plaintiff and California non-exempt employees with a second meal period when
14 they worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
15 California non-exempt employees a premium wage for their missed meal periods when they did not
16 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
17 exempt employees a premium wage when they did not receive a second meal period.

18 34. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
19 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
20 for each workday the employees did not receive all legally required and/or compliant meal periods.
21 Defendants employed policies and procedures which ensured that employees did not receive any
22 meal period premium wages to compensate them for workdays in which they did not receive all
23 legally required and/or compliant meal periods.

24 35. During pay periods Defendants paid Plaintiffs and similarly situated employees
25 additional "bonus" pay, and meal period premium wages were either earned, or not paid for missed,
26 late, short, or interrupted meal periods, Defendants failed to pay the meal period premium wages at
27 one (1) hour of pay at Plaintiff's and similarly situated employees' regular rate of pay due to
28 Defendants' failure to include the additional "bonus" pay when calculating Plaintiff's and similarly

1 situated employees regular rate of pay for the purpose of paying premium wages.

2 36. These practices and procedures resulted in Plaintiff and all other similarly situated
3 employees not receiving wages to compensate them for workdays which Defendants did not provide
4 them with legally compliant meal periods in compliance with California law.

5 37. **Failure to authorize and permit all legally required and compliant rest periods**
6 **and/or failure to pay rest period premiums:** Defendants often employed hourly employees,
7 including the named Plaintiff and all others similarly-situated, for shifts at least three and one-half
8 (3.5) hours in length.

9 38. California law states that “[e]very employer shall authorize and permit all employees
10 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
11 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
12 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
13 an employee a rest period in accordance with the applicable provisions of this order, the employer
14 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
15 workday that the rest period is not provided.” (Wage Order 5, subd. 12; see Lab. Code § 226.7.)
16 Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-
17 half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes
18 for shifts of more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53
19 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Order 5, subd. 12.) Rest periods must be in the middle
20 of each work period. (Wage Order 5, subd. 12.) If an employer fails to provide an employee a timely
21 and legally compliant rest period, the employer must pay the employee one hour of pay at the
22 employee’s regular rate of compensation for each work day that a legally required meal period was
23 not provided or was not duty free. (*Id.*)

24 39. Despite that California law requires employers to provide employees with one 10
25 minute rest break when an employee’s work shift is in excess of 3.5, a second 10 minute rest break
26 when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10
27 hours, Defendants regularly failed to do so. As a result, Plaintiff and similarly situated non-exempt,
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1 employees did not receive legally compliant rest periods as they were untimely, on-duty, or were
2 not taken at all.

3 40. Defendants also failed to pay employees one hour of pay at their regular rate of pay
4 for each workday Plaintiff and employees did not receive all timely and legally compliant rest
5 periods.

6 41. During pay periods Defendants paid Plaintiffs and similarly situated employees
7 additional “bonus” pay, and rest period premium wages were either earned, or not paid for missed,
8 late, short, or interrupted rest periods, Defendants failed to pay the rest period premium wages at
9 one (1) hour of pay at Plaintiff’s and similarly situated employees’ regular rate of pay due to
10 Defendants’ failure to include the additional “bonus” pay when calculating Plaintiff’s and similarly
11 situated employees regular rate of pay for the purpose of paying premium wages.

12 42. This practice resulted in Plaintiff and all other similarly situated California non-
13 exempt employees not receiving wages to compensate them for workdays which Defendants did not
14 provide them with rest periods in compliance with California law.

15 43. **Failure to pay accrued and vested vacation wages:** Defendants had a policy and/or
16 procedure of providing its employees with paid vacation time and/or personal time off
17 (“Vacation/PTO”).

18 44. Vacation/PTO wages are deferred wages that vest once accrued. California Labor
19 Code § 227.3 provides that an employer must pay its employees all unused vested vacation/PTO at
20 the time of termination at the employees’ final rate of pay.

21 45. Defendants had a vacation policy in which Plaintiff and other similarly situated
22 employees accrued vacation/PTO wages.

23 46. Defendants terminated Plaintiff and other similarly situated employees without
24 paying them the full amount of their earned vacation/PTO wages, in violation of California law, and
25 employed policies and procedures which ensured Plaintiff and those similarly situated would not
26 receive their accrued and vested vacation/PTO wages upon termination.

27 47. **Failure to pay sick pay at the proper rate:** Defendants failed to pay sick pay to
28 Plaintiff and similarly situated employees at the correct rate. Plaintiff received compensation in

1 addition to hourly wages, but those additional amounts were not included when calculating sick pay
2 wages. Instead, Defendants paid Plaintiff and similarly situated employees at their base hourly rate
3 of pay.

4 48. **Failure to indemnify employees for losses and expenditures incurred as part of**
5 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
6 her employee for all necessary expenditures or losses incurred by the employee in direct
7 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
8 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
9 the employer onto the employee. (Labor Code section 2802).

10 49. The costs incurred by Plaintiff and similarly situated employees to pay for their own
11 mandatory compliance with Defendants’ aforementioned policies, practices, and/or procedures were
12 significant as a result of their employment with Defendants.

13 50. Defendants employed policies and procedures which ensured Plaintiff and similarly
14 situated employees would not receive indemnification for the aforementioned necessary
15 expenditures incurred as a result of their employment with Defendants.

16 51. Defendants’ aforementioned policies, practices, and/or procedures resulted in
17 Plaintiffs and similarly situated California-based employees not receiving indemnification for
18 employment-related expenditures, in violation of Labor Code section 2802.

19 52. **Failure to timely pay earned wages during employment:** In California, wages
20 must be paid at least twice during each calendar month on days designated in advance by the
21 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
22 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
23 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
24 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
25 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
26 calendar days following the close of the payroll period in which wages were earned. Labor Code
27 §204(d).

28 53. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to

1 timely pay Plaintiff's and similarly situated employees' earned wages (including minimum wages,
2 overtime wages, meal period premium wages, rest period premium wages, vacation/PTO pay, sick
3 pay, and reimbursement pay), in violation of Labor Code section 204.

4 54. Defendants' aforementioned policies, practices, and/or procedures resulted in their
5 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable
6 time frames outlined in Labor Code section 204.

7 55. **Failure to timely pay all wages due at the time of termination/resignation:** An
8 employer is required to pay all unpaid wages timely after an employee's employment ends. The
9 wages are due immediately upon termination (California Labor Code section 201) or within 72 hours
10 of resignation (California Labor Code section 202).

11 56. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
12 she, and other similarly situated employees, were not paid their final wages in a timely manner as
13 required by Labor Code section 203. Minimum wages for all hours worked, overtime wages for
14 overtime hours worked, meal period premium wages, rest period premium wages, all accrued and
15 vested vacation/PTO wages, sick pay, and reimbursement pay (all described above), were not paid
16 at the time of Plaintiff's and other similarly situated employees' separation of employment, whether
17 voluntarily or involuntarily, as required by Labor Code sections 201, 202, and 203.

18 57. **Failure to provide accurate wage statements:** California Labor Code section
19 226(a) provides (inter alia) that, upon paying an employee his or her wages, the employer must
20 "furnish each of his or her employees ... an itemized statement in writing showing: (1) gross wages
21 earned, (2) total hours worked by the employee, except for any employee whose compensation is
22 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
23 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided, that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the
27 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

2 58. Defendants failed to provide accurate and complete wage statements to Plaintiff and
3 similarly situated employees. Defendants provided to employees wage statements which were
4 inadequate as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and
5 overtime for all hours worked; failure to pay meal and rest period premiums; failure to pay
6 vacation/PTO; failure to pay sick pay; failure to pay reimbursement pay), the wage statements
7 inaccurately stated: the gross wages earned, total hours worked by the employee, the net wages
8 earned, and applicable hourly rates in effect in a pay period with corresponding number of hours
9 worked.

10 Defendants applied these policies and procedures to Plaintiff and other similarly situated employees
11 which resulted in Defendants failing to provide complete and accurate wage statements to non-
12 exempt employees in compliance with Labor Code section 226, subdivision (a).

13 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

14 59. Plaintiff brings this action on behalf of herself, on behalf of all others similarly
15 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

16 A. **Minimum Wage Class:** All current and former hourly non-exempt
17 employees employed by Defendants in California at any time within the four years prior to the filing
18 of the initial Complaint in this action and through the date notice is mailed to a certified class who
19 were not paid at least at minimum wage for all time they were subject to Defendants’ control.

20 B. **Overtime Class:** All current and former hourly non-exempt employees
21 employed by Defendants in California at any time within the four years prior to the filing of the
22 initial Complaint in this action and through the date notice is mailed to a certified class who worked
23 more than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did
24 not properly pay all overtime wages owed at the proper rate of pay.

25 C. **Regular Rate Class:** All current and former hourly non-exempt employee
26 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
27 Complaint in this matter through the date notice is mailed to a certified class who received additional
28 remuneration including, but not limited to, an additional “bonus” pay during pay periods in which

1 they worked more than eight hours in a workday and/or 40 hours in a workweek and whose regular
2 rate of pay did not include such additional remuneration including, but not limited to, an additional
3 “bonus” pay when Defendants calculated those employees’ overtime wages.

4 **D. Meal Period Class:** All current and former hourly non-exempt employees
5 employed by Defendants in California at any time within the four years prior to the filing of the
6 initial Complaint in this action and through the date notice is mailed to a certified class who worked
7 more than 5 hours during a workday and did not receive wages to compensate them for missed meal
8 periods, late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal
9 periods.

10 **E. Meal Period Premium Wages Class:** All current and former hourly non-
11 exempt employees employed by Defendants in California at any time from four (4) years prior to
12 the filing of the initial Complaint in this matter through the date notice is mailed to a certified class
13 who received additional remuneration including, but not limited to, an additional “bonus” pay during
14 pay periods in which they were paid meal period premium wages and whose regular rate of pay did
15 not include additional remuneration including, but not limited to, an additional “bonus” pay when
16 Defendants calculated those employees’ meal period premium wages.

17 **F. Rest Period Class:** All current and former hourly non-exempt employees
18 employed by Defendants in California at any time within the four years prior to the filing of the
19 initial Complaint in this action and through the date notice is mailed to a certified class who worked
20 at least three and one-half (3.5) or more hours in a day who did not receive required rest periods of
21 ten net minutes rest time for every four hours worked between three and one-half and six hours, six
22 and ten hours, or ten and fourteen hours.

23 **G. Rest Period Premium Wages Class:** All current and former hourly non-
24 exempt employees employed by Defendants in California at any time from four (4) years prior to
25 the filing of the initial Complaint in this matter through the date notice is mailed to a certified class
26 who received additional remuneration including, but not limited to, an additional “bonus” pay during
27 pay periods in which they were paid rest period premium wages and whose regular rate of pay did
28 not include additional remuneration including, but not limited to, an additional “bonus” pay when

1 Defendants calculated those employees' rest period premium wages.

2 **H. Vacation Pay Class:** All current and former non-exempt employees
3 employed by Defendants in California at any time within the four (4) years prior to the filing of the
4 initial complaint in this action and through the date notice is mailed to a certified class who accrued
5 vacation time/personal time off, yet Defendants did not pay all wages due for vested vacation
6 time/personal time off upon separation of employment.

7 **I. Sick Pay Class:** All current and former non-exempt employees employed by
8 Defendants in California as direct employees as well as temporary employees employed through
9 temporary employment agencies at any time from four (4) years prior to the filing of the initial
10 Complaint in this matter through the date notice is mailed to a certified class who were paid sick
11 pay in a period in which they earned any other pay that should have been included in their sick pay
12 wages, including but not limited to, an additional "bonus" pay.

13 **J. Indemnification Class:** All current and former hourly non-exempt
14 employees employed by Defendants in California at any time from four (4) years prior to the filing
15 of the initial Complaint in this action through the date notice is mailed to a certified class who did
16 not receive indemnification to reimburse them for the necessary expenditures incurred in the
17 discharge of their duties.

18 **K. Pay Day Class:** All current and former hourly non-exempt employees
19 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
20 Complaint in this action through the date notice is mailed to a certified class who were not timely
21 paid earned wages during their employment.

22 **L. Waiting Time Class:** All current and former hourly non-exempt employees
23 employed by Defendants in California at any time within the three years prior to the filing of the
24 initial Complaint in this action and through the date notice is mailed to a certified class who did not
25 receive payment of all unpaid wages upon separation of employment within the statutory time
26 period.

27 **M. Wage Statement Class:** All current and former non-exempt employees
28 employed by Defendants in California at any time within the one year prior to the filing of the initial

1 complaint in this action and through the date notice is mailed to a certified class who received
2 inaccurate or incomplete wage statements.

3 N. **California Class:** All aforementioned classes are here collectively referred
4 to as the “California Class.”

5 60. There is a well defined community of interest in the litigation and the classes are
6 ascertainable:

7 A. **Numerosity:** While the exact number of class members in each class is
8 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
9 all members is impractical under the circumstances of this case.

10 B. **Common Questions Predominate:** Common questions of law and fact exist
11 as to all members of the Plaintiff classes and predominate over any questions that affect only
12 individual members of each class. The common questions of law and fact include, but are not limited
13 to:

14 i. Whether Defendants violated California Labor Code sections 1194
15 and 1197 by not paying employees’ wages at a minimum wage rate for all time that the Minimum
16 Wage Class Members were subject to Defendants’ control but were not paid;

17 ii. Whether Defendants violated California Labor Code Sections 510
18 and 1194 by not paying employees’ wages at an overtime wage rate for all overtime hours that the
19 Overtime Class Members were subject to Defendants’ control but were not paid;

20 iii. Whether Defendants violated Labor Code Sections 510 and 1194 by
21 failing to include all remuneration when calculating the overtime rate of pay for the members of the
22 Regular Rate Class;

23 iv. Whether Defendants violated California Labor Code sections 512 and
24 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members and Meal
25 Period Premium Class Members without providing all their required meal periods, paying meal
26 period premium wages, or not including all remuneration when paying meal period premium wages;

27 v. Whether Defendants violated California Labor Code section 226.7 by
28 employing Rest Period Class Members and Rest Period Premium Wages Class Members without

1 providing all their required rest periods, paying rest period premium wages, or not including all
2 remuneration when paying rest period premium wages;

3 vi. Whether Defendants violated California Labor Code section 227.3 by
4 failing to pay the Vacation Pay Class Members all vacation time/personal time off wages due to
5 them upon termination;

6 vii. Whether Defendants failed to pay sick pay to the Sick Pay Class at
7 the correct rate;

8 viii. Whether Defendants violated Labor Code section 2802 by failing to
9 provide Indemnification Class Members with reimbursement of costs to compensate them for the
10 necessary expenditures incurred in the discharge of their duties;

11 ix. Whether Defendants violated Labor Code section 204 by employing
12 Pay Day Class Members without timely paying them all earned wages during their employment;

13 x. Whether Defendants failed to provide the Waiting Time Class
14 Members with all of their earned wages upon separation of employment within the statutory time
15 period;

16 xi. Whether Defendants unlawfully failed to furnish the Wage Statement
17 Class with proper accurate itemized wage statements;

18 xii. Whether Defendants committed unlawful business acts or practice
19 within the meaning of Business and Professions Code section 17200 *et seq.*;

20 xiii. Whether Class Members are entitled to unpaid wages, penalties and
21 other relief pursuant to their claims;

22 xiv. Whether, as a consequence of Defendants' unlawful conduct, the
23 Class Members are entitled to restitution, and/or equitable relief; and

24 xv. Whether Defendants' affirmative defenses, if any, raise any common
25 issues of law or fact as to Plaintiff and as to the Class Members as a whole.

26 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in
27 each of the classes. Plaintiff and the members of the Minimum Wage Class sustained damages
28 arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees

1 were subject to Defendants' control. Plaintiff and the members of the Overtime Wage Class
2 sustained damages arising out of Defendants' failure to pay the proper overtime wages for overtime
3 hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of
4 Defendants' failure to pay them at the proper overtime rate by failing to include all remuneration
5 when calculating their regular rate of pay for purposes of determining their overtime rate of pay.
6 Plaintiff and the members of the Meal Period Class and Meal Period Premium Wages Class
7 sustained damages arising out of Defendants' failure to provide employees meal periods of not less
8 than 30 minutes and failure to pay meal period premium wages as compensation or failure to pay
9 meal period premiums wages at the regular rate of pay. Plaintiff and the Members of the Rest Period
10 Class and Rest Period Premium Wages Class sustained damages arising out of Defendants' failure
11 to provide non-exempt employees rest periods of a net 10 minutes and failure to pay rest period
12 premium wages as compensation or failure to pay rest period premium wages at the regular rate of
13 pay. Plaintiff and the members of the Vacation Pay Class sustained damages arising out of
14 Defendants' failure to pay all accrued and vested vacation/PTO wages upon separation of
15 employment. Plaintiff and members of the Sick Pay Class sustained damages arising out of
16 Defendants' failure to properly calculate and pay sick pay. Plaintiff and members of the
17 Indemnification Class sustained damages from Defendants' failure to provide reimbursement of
18 costs to compensate them for the necessary expenditures incurred in the discharge of their duties.
19 Plaintiff and members of the Pay Day Class sustained damages arising out of Defendants' failure to
20 timely pay them all wages earned during their employment in compliance with Labor Code section
21 204. Plaintiff and the members of the Waiting Time Class sustained damages arising out of
22 Defendants' failure to provide all unpaid yet earned wages due upon separation of employment
23 within the statutory time limit. Plaintiff and the members of the Wage Statement Class sustained
24 damages arising out of Defendants' failure to furnish them with accurate and/or complete itemized
25 wage statements in compliance with Labor Code section 226.

26 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
27 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
28 other class members.

1 E. **Superiority:** A class action is superior to other available means for the fair
2 and efficient adjudication of this controversy. Because individual joinder of all members of each
3 class is impractical, class action treatment will permit a large number of similarly situated persons
4 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
5 unnecessary duplication of effort and expense that numerous individual actions would engender.
6 The expenses and burdens of individual litigation would make it difficult or impossible for
7 individual members of each class to redress the wrongs done to them, while important public
8 interests will be served by addressing the matter as a class action. The cost to and burden on the
9 court system of adjudication of individualized litigation would be substantial, and substantially more
10 than the costs and burdens of a class action. Individualized litigation would also present the potential
11 for inconsistent or contradictory judgments.

12 F. **Public Policy Consideration:** Employers throughout the state violate wage
13 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
14 retaliation. Former employees fear bringing actions because they perceive their former employers
15 can blacklist them in their future endeavors with negative references and by other means. Class
16 actions provide the class members who are not named in the Complaint with a type of anonymity
17 that allows for vindication of their rights.

18 **PAGA ALLEGATIONS**

19 61. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
20 Defendants.

21 62. At all times herein set forth, PAGA provides that any provision of law under the
22 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
23 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
24 brought by an aggrieved employee on behalf of himself and other current or former employees
25 pursuant to procedures outlined in California Labor Code section 2699.3.

26 63. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
27 employee," who is any person that was employed by the alleged violator and against whom one or
28 more of the alleged violations was committed.

1 64. Plaintiff was employed by Defendants and the alleged violation was committed against
2 him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the
3 other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in
4 that they are all current or former employees of Defendants, and one or more of the alleged violations
5 were committed against them.

6 65. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
8 requirements have been met:

- 9 a. The aggrieved employee shall give written notice by online submission
10 (hereinafter “Employee’s Notice”) to the Labor & Workforce Development
11 Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer
12 of the specific provisions of the California Labor Code alleged to have been
13 violated, including the facts and theories to support the alleged violations.
- 14 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
15 employer and the aggrieved employee by certified mail that it does not intend
16 to investigate the alleged violation within sixty (60) calendar days of the
17 postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice,
18 or if the LWDA Notice is not provided within sixty-five (65) calendar days of
19 the postmark date of the Employee’s Notice, the aggrieved employee may
20 commence a civil action pursuant to California Labor Code section 2699 to
21 recover civil penalties in addition to any other penalties to which the employee
22 may be entitled.

23 66. On January 6, 2023, Plaintiff provided written notice by online submission to the
24 LWDA and by U.S. Certified Mail to Defendant SANTA ROSA BEHAVIORAL HEALTHCARE
25 HOSPITAL, and Defendant SIGNATURE HEALTHCARE SERVICES, of the specific provisions of
26 the California Labor Code alleged to have been violated, including the facts and theories to support
27 the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar
28 days of the date of Plaintiff’s notice.

67. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL LLEGATIONS

68. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

69. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, including minimum wage and overtime wages, missed meal periods or rest breaks.

70. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

71. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

72. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

73. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

74. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

75. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

FACTUAL ALLEGATIONS

76. During the applicable statutory period, Defendants employed Plaintiff as a nonexempt employee from in or around May 19, 2019, to and around May 18, 2022.

77. **Minimum Wage:** During the applicable statutory period, Defendants have consistently failed to pay Plaintiff and other aggrieved employees all hours worked at the legal minimum wage. These practices include but not limited to:

(a) Specifically, since the outbreak of COVID-19, Defendants have required Plaintiff and other aggrieved employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to being permitted to clock in for their shifts without paying Plaintiff and other aggrieved employees for this additional off-the-clock time.

78. **Overtime:** During the applicable statutory period, Defendants have consistently failed to pay Plaintiff and other aggrieved employees overtime wages at the correct overtime rate. These practices include but not limited to:

(a) Defendants paid Plaintiff and other aggrieved employees one-half the rate of the regular wages, rather than a time and half of Plaintiff and other aggrieved employees regular rate of pay for their overtime pay. As a result, Defendants failed to properly pay Plaintiff and other aggrieved employees their overtime pay, including overtime and double overtime.

(b) Since the outbreak of COVID-19, Defendants have required Plaintiff and other aggrieved employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to being permitted to clock in for their shifts without paying Plaintiff and other aggrieved employees for this additional off-the-clock time.

79. **Remuneration in Calculating Regular Rate of Pay:** During the applicable statutory period, Plaintiff and the other aggrieved employees worked overtime hours under state law during pay periods that they earned an additional “bonus” pay. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to all remuneration as part of the regular rate of pay for determining overtime premium pay, however, Defendants entirely excluded Plaintiff’s and the other aggrieved employees additional “bonus” pay in calculating those employees’ overtime rate of pay.

1 80. **Meal Period:** During the applicable statutory period, Defendants have consistently
2 denied Plaintiff and other aggrieved employees an opportunity to take timely off-duty and
3 uninterrupted thirty-minute-long meal periods before the end of the fifth hour of work. Defendants
4 also did not pay Plaintiff and other aggrieved employees a premium wage equivalent to an additional
5 hour of pay at her regular rate of pay for each workday that a compliant meal period was not
6 provided.

7 81. Furthermore, during pay periods Defendants paid Plaintiff and other aggrieved
8 employees additional “bonus” pay, and meal period premium wages were either earned, or not paid
9 for missed, late, short, or interrupted meal periods, Defendants failed to pay the meal period
10 premium wages at one (1) hour of pay at Plaintiff and other aggrieved employees’ regular rate of
11 pay due to Defendants’ failure to include the additional “bonus” pay when calculating Plaintiff and
12 other aggrieved employees regular rate of pay for the purpose of paying premium wages.

13 82. **Rest Period:** During the applicable statutory period, Defendants consistently failed
14 to authorize and permit Plaintiff and other aggrieved employees to take timely off-duty and
15 uninterrupted ten-minute-long rest periods every four hours worked, or major fraction thereof. As a
16 result, Plaintiff and other aggrieved employees did not receive legally compliant rest periods as they
17 were untimely, on-duty, or were not taken at all.

18 83. **Vacation/PTO Wages:** During the applicable statutory period, Defendants
19 consistently failed to pay upon either termination or resignation Plaintiff and other aggrieved
20 employees their vested and accrued vacation and/or paint time off wages.

21 84. **Sick Pay:** During the applicable statutory period, Defendants failed to pay sick pay
22 to Plaintiff and other aggrieved employees at their regular rate of pay. Plaintiff and other aggrieved
23 employees received compensation in addition to hourly wages, including “bonus” pay, but those
24 additional amounts were not included when calculating sick pay wages. Instead, Defendants paid
25 Plaintiff and other aggrieved employees at their base hourly rate of pay.

26 85. **Wages During Employment:** During the applicable statutory period, Defendants
27 failed to properly pay Plaintiff and other aggrieved employees their earned wages during their
28 employment. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew

1 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
2 wages owed to them during their employment. Plaintiff and the other aggrieved employees did
3 not receive payment of all wages within any time permissible under California Labor Code section
4 204.

5 **86. Wage Statements:** During the applicable statutory period, Defendants failed to
6 provide Plaintiff with accurate and complete itemized wage statements. For example, as a result of
7 alleged violations discussed above, Defendants furnished wage statements that failed to correctly
8 show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.
9 Further, Plaintiff was provided incompliant wage statements by Defendants because the hours
10 and/or rate of pay are incorrect. Because of this facial deficiency on the wage statement, Plaintiff
11 and other aggrieved employees are unable to reasonably determine whether they have been properly
12 paid for all hours worked.

13 **87. Wages Upon Separation:** During the applicable statutory period, Defendants
14 willfully failed to pay all wages owed to Plaintiff upon separation of employment. Defendants still
15 have yet to pay Plaintiff all final wages owed to her due to their failure to pay all meal and rest period
16 premium wages owed.

17 **88.** Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
18 or should have known that Defendants had to keep complete and accurate payroll records for
19 Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did
20 not keep complete and accurate payroll records.

21 **89.** Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that they had a duty to compensate Plaintiff and the other aggrieved
23 employees pursuant to California law, and that Defendants had the financial ability to pay such
24 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
25 to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order
26 to increase Defendants' profits.

27 **90.** At all material times set forth herein, Defendants failed to pay Plaintiff and the other
28 aggrieved employees at least minimum wages for all hours worked.

1 91. At all material times set forth herein, Defendants failed to pay overtime wages to
2 Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were
3 required to work more than eight (8) hours per day and/or forty (40) hours per week without
4 overtime compensation.

5 92. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
6 aggrieved employees their overtime wages included with additional remuneration, including but not
7 limited to, “bonus” pay.

8 93. At all material times set forth herein, Defendants failed to pay sick pay at the correct
9 rate.

10 94. At all material times set forth herein, Defendants failed to provide uninterrupted
11 meal and rest periods to Plaintiff and the other aggrieved employees.

12 95. At all material times set forth herein, Defendants failed to pay Plaintiff and the
13 other aggrieved employees’ wages within any time permissible under California law, including,
14 *inter alia*, California Labor Code section 204.

15 96. At all material times set forth herein, Defendants failed to provide complete and
16 accurate wage statements to Plaintiff and the other aggrieved employees.

17 97. At all material times set forth herein, Defendants failed to keep complete and accurate
18 payroll records for Plaintiff and the other aggrieved employees.

19 98. At all material times set forth herein, Defendants failed to pay Plaintiff and the
20 other aggrieved employees all wages owed to them upon discharge or resignation.

21 99. At all material times set forth herein, Defendants failed to properly compensate
22 Plaintiff and the other aggrieved employees pursuant to California law in order to increase
23 Defendants’ profits.

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

FIRST CAUSE OF ACTION

**FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM
WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

(By Plaintiff and the Minimum Wage Class As Against all Defendants and Doe Defendants)

101. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

102. At all times relevant to this Complaint, Plaintiff and the members of the Minimum Wage Class were hourly non-exempt employees of Defendants.

103. Pursuant to Labor Code sections 1194, 1197, and Wage Orders, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the Minimum Wage Class members earned the wages.

104. Defendants' payroll policies and procedures required members of the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

105. Specifically, since the outbreak of COVID-19, Defendants have required Plaintiff and similarly situated employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to being permitted to clock in for their shifts without paying Plaintiffs or similarly situated employees for this additional off-the-clock time. And therefore, Plaintiff and Minimum Wage Class Members' were not paid for this time.

106. In addition, Defendants employed a policy, practice, and/or procedure whereby they automatically deducted 30 minutes from employees' daily hours worked and attributed that time to a first meal period, even though Defendants either did not provide employees with a meal period, or routinely provided employees meal periods of less than the 30 minutes. The 30-minute automatic deduction from Plaintiff's and similarly situated employees' timecards resulted in hours worked during meal periods that were not properly reflected on their time sheets and therefore not compensated for in violation of California Labor Code sections 1194, 1197, and the Wage Order.

107. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum

1 Wage Class have suffered damages in an amount subject to proof, to the extent that they were not
2 paid wages at a minimum wage rate for all hours worked.

3 108. Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiff and the
4 Minimum Wage Class members are entitled to recover unpaid minimum wage, interest thereon,
5 liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY PROPER OVERTIME WAGES FOR DAILY OVERTIME WORKED,**
8 **ALL HOURS WORKED, AND FAILURE TO INCLUDE ADDITIONAL**
9 **REMUNERATION WHEN CALCULATING OVERTIME WAGES IN VIOLATION OF**
10 **LABOR CODE SECTIONS 510, 1194, AND 1198**

11 **(By Plaintiff and the Overtime Class and Regular Rate Class As Against all Defendants and**
12 **Doe Defendants)**

13 109. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
14 by reference.

15 110. At times relevant to this Complaint, Plaintiff and the members of the Overtime Class
16 were hourly non-exempt employees of Defendants, covered by California Labor Code sections 510
17 and 1194 and the Wage Order.

18 111. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order,
19 hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in
20 excess of eight hours in a workday and/or 40 hours in a workweek.

21 112. California Labor Code section 510, subdivision (a), states in relevant part:
22 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
23 one workday and any work in excess of 40 hours in any one workweek and the first
24 eight hours worked on the seventh day of work in any one workweek shall be
25 compensated at the rate of no less than one and one-half times the regular rate of pay
26 for an employee. Any work in excess of 12 hours in one day shall be compensated at
27 the rate of no less than twice the regular rate of pay for an employee. In addition, any
28 work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
section requires an employer to combine more than one rate of overtime
compensation in order to calculate the amount to be paid to an employee for any hour
of overtime work.

113. Further, California Labor Code section 1198 provides,

1 The maximum hours of work and the standard conditions of labor fixed by the
2 commission shall be the maximum hours of work and the standard conditions of labor
3 for employees. The employment of any employee for longer hours than those fixed
4 by the order or under conditions of labor prohibited by the order is unlawful.

5 114. Regarding the “regular rate,” overtime is based upon an employee’s regular rate of
6 pay. “The regular rate at which an employee is employed shall be deemed to include all
7 remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor
8 Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1

9 115. Despite that California law requires employers to pay employees a higher rate of pay
10 for all hours worked more than eight hours in a workday, Defendants failed to properly pay Plaintiff
11 and similarly situated employees overtime wages due them for their daily overtime hours worked.

12 116. Specifically, Defendants paid Plaintiff and Overtime Class Members’ one-half the
13 rate of the regular wages for their overtime rate, rather than a time and half of Plaintiff and other
14 non-exempt employees regular rate of pay for their overtime pay. As a result, Defendants failed to
15 properly pay Plaintiff and other non-exempt employees their overtime pay, including overtime and
16 double overtime.

17 117. Further, since the outbreak of COVID-19, Defendants have required Plaintiff and
18 Overtime Class Members’ to line up and wait to undergo and undergo off-the-clock temperature
19 checks prior to being permitted to clock in for their shifts without paying Plaintiffs or similarly
20 situated employees for this additional off-the-clock time.

21 118. In addition, Defendants employed a policy, practice, and/or procedure whereby they
22 automatically deducted 30 minutes from employees’ daily hours worked and attributed that time to
23 a first meal period, even though Defendants routinely provided employees meal periods of less than
24 the 30 minutes, or failed to provide any meal period. The 30-minute automatic deduction from
25 Plaintiff’s and similarly situated employees’ timecards resulted in hours worked during meal periods
26 that were not properly reflected on their time sheets. This occurred on days where Plaintiff and
27 similarly situated employees worked at least 8 hours or in workweeks where Plaintiff and similarly
28 situated employees worked at least 40 hours. This resulted in Defendants failing to pay Plaintiff and
similarly situated employees, including the Overtime Class Members, at their overtime rate of pay
for this time in violation of California Labor Code sections 510, 1194, and the Wage Order

1 119. Lastly, Defendants failed to include non-discretionary “bonus” pay compensation in
2 calculating their regular rate of pay for purposes of paying overtime. The foregoing resulted in time
3 during each workday which Plaintiff and Regular Rate Class Members were under the control of
4 Defendants, but were not compensated at their proper overtime rate of pay when they worked more
5 than eight hours in a day or 40 hours in a week, in violation of Labor Code sections 510, 1194, and
6 1198, and the Wage Order.

7 120. As a result of Defendants’ unlawful conduct, Plaintiff and members of the Overtime
8 Class and Regular Rate Class have suffered damages in an amount subject to proof, to the extent
9 that they were not paid premium wages at an overtime rate of pay for all hours worked or at the
10 proper overtime rate of pay.

11 121. Pursuant to California Labor Code section 1194, Plaintiff and the Overtime Class
12 members are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest
13 and attorneys’ fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF**
16 **LABOR CODE SECTIONS 512 AND 226.7**

17 **(By Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class As Against**
18 **All Defendants and Doe Defendants)**

19 122. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
20 by reference.

21 123. At all times relevant to this Complaint, Plaintiff and members of the Meal Period
22 Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and
23 226.7 and the Wage Order.

24 124. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee’s activities no later than the end
27 of the employee’s fifth hour of work and a second meal period no later than the employee’s tenth
28 hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker Rest. Corp. v. Super*

1 *Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the
2 work site or facility during the meal period, the meal period must be paid. This is true even where
3 the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
4 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does
5 not receive a required meal or rest period that “the employer shall pay the employee one additional
6 hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest
7 period is not provided.”

8 125. In this case, Plaintiff and Meal Period Class Members worked shifts long enough to
9 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
10 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
11 Plaintiff and Meal Period Class Members of no less than thirty (30) minutes for each five-hour
12 period of work as required by law.

13 126. Specifically, during the four years prior to the filing of the complaint, Plaintiff and
14 Meal Period Class Members worked shifts of more than 5 hours in length. Nevertheless, Plaintiff
15 and Meal Period Class Members were not given an uninterrupted 30-minute meal break for every
16 five hours of work because Defendants’ systematic company policy pressured and/or required
17 employees to work without receiving meal periods, or the meal breaks were interrupted, untimely,
18 taken while working, and/or were shorter than 30 minutes. Nevertheless, Defendants automatically
19 deducted 30 minutes from Plaintiff and Meal Period Class Members’ daily hours worked and
20 attributed that time to a first meal period.

21 127. Additionally, Defendants failed to pay Plaintiff and Meal Period Class Members one
22 (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required
23 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
24 Plaintiff and Meal Period Class Members with premium wages when they did not receive all legally
25 required and/or legally compliant meal periods.

26 128. On occasions Defendants paid Plaintiff and Meal Period Premium Wages Class
27 members meal period premium wages for missed, late, short, or interrupted meal periods in the same
28 pay period they earned additional remuneration including, but not limited to, an additional “bonus”

1 pay, Defendants failed to pay the meal period premium wages at one (1) hour of pay at the regular
2 rate of pay due to Defendants' failure to include additional remuneration including, but not limited
3 to, an additional "bonus" pay when calculating Plaintiff's and Meal Period Premium Wages Class
4 members' regular rate of pay for the purpose of paying meal period premiums.

5 129. Defendants employed policies and procedures which ensured Plaintiff, Meal Period
6 Class members, and Meal Period Premium Class members did not receive premium wages, or
7 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
8 compliant meal periods. This practice resulted in Plaintiff, Meal Period Class members, and Meal
9 Period Premium Class members, not receiving premium wages, or receiving less premium wages,
10 to compensate them for workdays which Defendants did not provide them with all required meal
11 periods, in compliance with California law.

12 130. Defendants' unlawful conduct alleged herein occurred in the course of employment
13 of Plaintiff and Meal Period Class Members and such conduct has continued through the filing of
14 this Complaint.

15 131. Because Defendants failed to provide employees with meal periods and/or pay meal
16 period premium wages in compliance with the law, Defendants are liable to Plaintiff, Meal Period
17 Class Members, and Meal Period Premium Class for one (1) hour of additional pay at the regular
18 rate of compensation for each workday that Defendants did not provide all legally required and
19 legally compliant meal periods and/or pay proper meal period premium wages, pursuant to Labor
20 Code section 226.7 and the Wage Order.

21 132. Plaintiff, on behalf of herself, the Meal Period Class, and the Meal Period Premium
22 Class seeks damages and all other relief allowable, including a meal period premium wage for each
23 workday Defendants failed to provide all legally required and legally compliant meal periods and/or
24 pay proper meal period premium wages, plus pre-judgment interest.

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FOURTH CAUSE OF ACTION
FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF
LABOR CODE SECTION 226.7
(By Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class Against All
Defendants and Doe Defendants)

133. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

134. At all times relevant to this Complaint, Plaintiff and members of the Rest Period Class were employees of Defendants, covered by Labor Code section 226.7 and the Wage Order.

135. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 5 at § 12. Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.” Wage Order 5 at § 12; Labor Code section 226.7.

136. In this case, Plaintiff and members of the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and Rest Period Class Members. Specifically, Defendants’

1 policies, practices, and/or procedures failed to provide Plaintiff and Rest Period Class members with
2 duty free rest periods of a net 10-minutes for every four hours worked or major fraction thereof.

3 137. Additionally, Defendants failed to pay Plaintiff and members of the Rest Period
4 Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
5 required and legally compliant rest periods. Defendants lacked a policy and procedure for
6 compensating Plaintiff and Rest Period Class Members with premium wages when they did not
7 receive all legally required and legally compliant rest periods.

8 138. On occasions Defendants paid Plaintiff and Rest Period Premium Wages Class
9 members rest period premium wages for missed, late, short, or interrupted rest periods in the same
10 pay period they earned bonus compensation, commissions, and/or incentives, including but not
11 limited to “bonus” pay, Defendants failed to pay the rest period premium wages at one (1) hour of
12 pay at the regular rate of pay due to Defendants’ failure to include additional remuneration
13 including, but not limited to, an additional “bonus” pay when calculating when calculating
14 Plaintiff’s and Rest Period Premium Wages Class members’ regular rate of pay for the purpose of
15 paying rest period premiums.

16 139. Defendants employed policies and procedures which ensured Plaintiff, Rest Period
17 Class members, and Rest Period Premium Class members did not receive premium wages, or
18 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
19 compliant rest periods. This practice resulted in Plaintiffs, Rest Period Class members, and Rest
20 Period Premium Class member, not receiving premium wages, or receiving less premium wages, to
21 compensate them for workdays which Defendants did not provide them with all required rest
22 periods, in compliance with California law.

23 140. Defendants’ unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiff Rest Period Class members, and Rest Period Premium Wages Class members and such
25 conduct has continued through the filing of this Complaint.

26 141. Plaintiff, on behalf of herself, the Rest Period Class, and Rest Period Premium
27 Wages Class, seeks damages and all other relief allowable, including a rest period premium wage
28 for each workday Defendants failed to provide all required rest periods and/or failed to include all

1 remuneration when calculating the rest period premiums, plus pre-judgment interest.

2 142. Thus, Plaintiff, Rest Period Class members, and Rest Period Premium Class
3 members are entitled to one hour of pay for each workday Defendants did not provide them all
4 required rest periods, and/or pay them rest period premiums at the regular rate, plus pre-judgment
5 interest.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**
8 **VIOLATION OF LABOR CODE SECTION 227.3**

9 **(By Plaintiff and the Vacation Pay Class As Against All Defendants and Doe Defendants)**

10 143. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
11 by reference.

12 144. At times relevant to this Complaint, Plaintiff and the members of the Vacation Pay
13 Class were non-exempt employees of Defendants, covered by California Labor Code section 227.3.

14 145. California Labor Code section 227.3 states in relevant part

15 Unless otherwise provided by a collective-bargaining agreement, whenever a
16 contract of employment or employer policy provides for paid vacations, and an
17 employee is terminated without having taken off his vested vacation time, all vested
18 vacation shall be paid to him as wages at his final rate in accordance with such
19 contract of employment or employer policy respecting eligibility or time served....

20 146. Defendants employ policies which provide for vacation/PTO to Plaintiff and
21 Vacation Pay Class.

22 147. Vacation pay wages and PTO wages vest during the pay period in which they are
23 earned. Plaintiff and members of the Vacation Pay Class earned vacation/PTO wages while
24 employed by Defendants. Defendants terminated Plaintiff and the Vacation Pay Class Members
25 and failed to pay all earned and vested vacation/PTO wages upon termination.

26 148. Defendants employed policies and procedures which ensured Plaintiff and members
27 of the Vacation Pay Class would not receive their accrued and vested vacation/PTO wages upon
28 termination.

149. Pursuant to California Labor Code section 227.3, Plaintiff and members of the

1 Vacation Pay Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the
2 four years preceding the filing of this Complaint.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**

5 **(By Plaintiff and the Sick Pay Class As Against All Defendants and Doe Defendants)**

6 150. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
7 by reference.

8 151. Sick pay must be compensated at the employee's regular rate of pay, for the
9 workweek in which the paid leave was taken, or at a rate determined by averaging over 90 days.
10 Labor Code section 246(1).

11 152. By failing to pay Plaintiff and the Sick Pay Class for sick pay at the correct rate,
12 Defendants willfully violated Labor Code section 246.

13 153. Defendants' unlawful acts deprived Plaintiff and the Sick Pay Class of sick pay in
14 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
15 attorneys' fees, and costs.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**

18 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

19 **(By Plaintiff and the Indemnification Class Against All Defendants and Doe Defendants)**

20 154. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
21 by reference.

22 155. Plaintiff and members of the Indemnification Class have been employed by
23 Defendants in the State of California. Labor Code §2802(a) states that "[a]n employer shall
24 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
25 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
26 of the employer..." An employer is prohibited from passing the ordinary business expenses and
27 losses of the employer onto the employee. (Labor Code §2802).

28 156. Defendants violated Labor Code §2802 by employing policies, practices, and/or

1 procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification
2 Class Members.

3 157. Moreover, Defendants employed policies and procedures which ensured that
4 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
5 expenditures or losses incurred by them in direct consequence of discharging their duties.
6 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
7 Indemnification Class Members not receiving indemnification for employment-related expenditures
8 in compliance with California law.

9 158. Because Defendants failed to indemnify employees for the necessary expenditures
10 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
11 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
12 §2802.

13 159. As a direct and proximate result of Defendants' violation of Labor Code §2802,
14 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
15 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of herself and on behalf
16 of the Indemnification Class, seeks damages and all other relief allowable including indemnification
17 for all employment-related expenses as well as ordinary business expenses incurred by Defendants
18 and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code §2802.

19 160. Pursuant to Labor Code §2802, Plaintiff and Indemnification Class Members are
20 entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**

23 **VIOLATION OF LABOR CODE SECTION 204**

24 **(By Plaintiff and the Pay Day Class As Against All Defendants and Doe Defendants)**

25 161. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
26 by reference.

27 162. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
28 California. In California, wages must be paid at least twice during each calendar month on days

1 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
2 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be
3 paid between the 16th and the 26th day of that month and wages earned between the 16th and the
4 last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following
5 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
6 paid within seven (7) calendar days following the close of the payroll period in which wages were
7 earned. Labor Code §204(d).

8 163. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
9 timely pay Plaintiff's and the Pay Day Class' earned wages (including minimum wages, overtime
10 wages, meal period premium wages, rest period premium wages, and indemnification pay), in
11 violation of Labor Code section 204.

12 164. Defendants' aforementioned policies, practices, and/or procedures resulted in their
13 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
14 outlined in Labor Code section 204.

15 165. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages
16 in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all
17 wages earned by hourly workers in accordance with Labor Code section 204, but intentionally
18 adopted policies or practices incompatible with the requirements of Labor Code section 204. When
19 Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what
20 they were doing and intended to do what they did.

21 166. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
22 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
23 earned wages pursuant to Labor Code section 204.

24 167. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
25 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
26 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
27 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%)
28 percent of the amount unlawfully withheld.

NINTH CAUSE OF ACTION

**FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE
AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE
SECTIONS 201, 202, AND 203**

(By Plaintiff and the Waiting Time Class As Against all Defendants and Doe Defendants)

168. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

169. At all times relevant to this Complaint, Plaintiff and the other members of the Waiting Time Class were employees of Defendants, covered by California Labor Code sections 201 and 202.

170. Pursuant to California Labor Code sections 201 and 202, Plaintiff and members of the Waiting Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

171. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages earned and unpaid prior to separation of employment, in accordance with either California Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

172. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages earned prior to separation of employment timely in accordance with California Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Waiting Time Class Members prior to separation of employment in accordance with California Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of California Labor Code sections 201 and 202. Defendants' practices include failing to pay at least

1 minimum wage for all time worked, failing to pay overtime wages for overtime hours worked,
2 failing to pay overtime wages at the proper overtime rate of pay, failing to pay premium wages for
3 workdays Defendants did not provide employees all meal periods in compliance with California
4 law, and failing to pay premium wages for workdays Defendants did not provide employees all rest
5 periods in compliance with California law, failure to pay all accrued and vested vacation/PTO wages
6 upon termination, and sick pay. When Defendants failed to pay its hourly non-exempt workers all
7 earned wages timely upon separation of employment, it knew what they were doing and intended to
8 do what it did.

9 173. Pursuant to either California Labor Code section 201 or 202, Plaintiff and members
10 of the Waiting Time Class are entitled to all wages earned prior to separation of employment that
11 Defendants did not pay them.

12 174. Pursuant to California Labor Code section 203, Plaintiff and members of the Waiting
13 Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages
14 were due upon separation until paid, up to a maximum of 30 days.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN** 17 **VIOLATION OF LABOR CODE SECTION 226**

18 **(By Plaintiff and the Wage Statement Class As Against all Defendants and Doe Defendants)**

19 175. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
20 by reference.

21 176. At all relevant times, Plaintiff and the members of the Wage Statement Class were
22 non-exempt employees of Defendants and covered by Labor Code Section 226.

23 177. Pursuant to Labor Code Section 226, subdivision (a), Plaintiff and members of the
24 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of
25 wages, an itemized wage statement accurately stating the following:

26 (1) gross wages earned, (2) total hours worked by the employee, except for any employee
27 whose compensation is solely based on a salary and who is exempt from payment of
28 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated and shown as one

1 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
2 paid, (7) the name of the employee and his or her social security number, except that by
3 January 1, 2008, only the last four digits of his or her social security number or an
4 employee identification number other than a social security number may be shown on the
itemized statement, (8) the name and address of the legal entity that is the employer, and
(9) all applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee.

5 178. Defendants' illegal practices (described in more detail above and below, including
6 but not limited to, Defendants' failure to pay all minimum wage and overtime for all hours worked,
7 failure to pay meal and rest period premiums, failure to pay for all accrued and vested vacation/PTO,
8 failure to pay sick pay wages, and failure to pay reimbursement pay) resulted in Defendants not
9 providing Plaintiff and other California non-exempt employees with accurate and complete itemized
10 wage statements in violation of Labor Code section 226. The wage statements Defendants provided
11 to employees were inadequate for reasons including but not limited to Defendants inaccurately or
12 failing to state the following: the number of hours worked, the gross wages earned, the net wages
13 earned, and hourly rates in place during the pay period with corresponding hours worked.

14 179. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
15 with accurate and complete wage statements was knowing and intentional. Defendants had the
16 ability to provide Plaintiff and members of the Class with accurate and complete wage statements
17 but intentionally provided wage statements that Defendants knew were not accurate. Defendants
18 knowingly and intentionally put in place practices which deprived employees of wages and resulted
19 in Defendants' knowing and intentional providing of inaccurate wage statements.

20 180. As a result of Defendants unlawful conduct, Plaintiff and members of the Class have
21 suffered injury in that the wage statements inaccurately stated and/or failed to state the
22 aforementioned items of information and Plaintiff and the members of the class could not promptly
23 and easily determine from the wage statement alone an accurate statement of: the gross wages
24 earned, and the net wages earned.

25 181. Pursuant to Labor Code Section 226(e), Plaintiff and members of the Wage
26 Statement Class are entitled to recover actual damages or fifty dollars for the initial pay period in
27 which a violation of Labor Code Section 226 occurred and one-hundred dollars for each violation
28 of Labor Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four

1 thousand dollars per employee.

2 182. Pursuant to Labor Code Section 226(g), Plaintiff and members of the Wage
3 Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance
4 with Labor Code Section 226(a). Injunctive relief is warranted because Defendants continue to
5 provide currently employed members of the Class with inaccurate wage statements in violation of
6 Labor Code Section 226(a) and currently employed members of the Class have no adequate legal
7 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
8 conduct. Injunctive relief is the only remedy available for ensuring Defendants comply with Labor
9 Code Section 226(a).

10 183. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff and members of the
11 Class are entitled to recover the full amount of penalties due under Labor Code Section 226(e),
12 reasonable attorney fees, and costs of suit.

13 **ELEVENTH CAUSE OF ACTION**

14 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

15 **CODE SECTION 17200, *et seq.***

16 **(By Plaintiff and the California Class As Against All Defendants and Doe Defendants)**

17 184. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
18 by reference.

19 185. The unlawful conduct of Defendants alleged herein constitutes unfair competition
20 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
21 includes Defendants' use of policies and procedures which resulted in the following: failing to pay
22 employees at least the minimum wage rate for all hours which they worked; failure to pay overtime
23 wages for overtime hours worked; failing to pay overtime wages at the proper overtime rate of pay;
24 failure to provide all required meal periods or pay meal period premium wages; failure to authorize
25 or permit, or provide, all required rest periods or pay rest period premium wages; failure to pay
26 accrued and vested vacation/PTO wages; failure to provide proper sick pay; failure to indemnify all
27 necessary expenditures or losses incurred by employees in direct consequence of discharging their
28 duties; statutory penalties for failure to timely pay earned wages during employment; statutory

1 waiting time penalties in the form of continuation wages for failure to timely pay employees all
2 wages due upon separation of employment; statutory penalties for failure to provide accurate wage
3 statements. Due to their unfair and unlawful business practices in violation of the California Labor
4 Code, Defendants have gained a competitive advantage over other comparable companies doing
5 business in the State of California that comply with their obligations to pay employees for all hours
6 worked, to provide meal periods or pay meal period premium wages, to authorize or permit rest
7 periods or pay rest period premium wages, to provide vacation/PTO pay, to provide sick pay, to
8 indemnify employees for employment related losses and expenditures during the course of their
9 employment, to timely pay wages during employment, to timely pay all wages due upon separation
10 of employment, and to provide proper wage statements during the course of employment.

11 186. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
12 members of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class,
13 Meal Period Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation
14 Pay Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage
15 Statement Class, have suffered injury in fact and lost money or property, as described in more detail
16 above.

17 187. Pursuant to California Business and Professions Code Section 17203, Plaintiff and
18 members of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class,
19 Meal Period Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation
20 Pay Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage
21 Statement Class are entitled to restitution of all wages and other monies rightfully belonging to them
22 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
23 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
24 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
25 of the unlawful practices, policies and patterns set forth herein.

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1 **TWELFTH CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(By Plaintiff As Against All Defendants and Doe Defendants)**

5 188. Plaintiff incorporates by reference all paragraphs above,, and each and every part
6 thereof with the same force and effect as though fully set forth herein.

7 189. PAGA expressly establishes that any provision of the California Labor Code which
8 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
9 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
10 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
11 herself, and other current or former employees.

12 190. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
13 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
14 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
15 penalty.

16 191. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all applicable
17 civil penalties, reasonable attorneys' fees and costs, and all other available relief permitted under the
18 PAGA through a representative action on behalf of the State of California's LWDA for all aggrieved
19 employees, including himself, that work or worked for Defendants during the relevant time period.

20 192. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
21 action is not subject to the formalities required of a class action and class certification of PAGA claims
22 is not required.

23 193. Plaintiff's representative action alleges violations of certain Labor Code sections that
24 are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a) applies to this
25 action, and Labor Code section 2699.3(b)-(c) do not apply.

26 194. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
27 employees" as defined by California Labor Code section 2699(c) in that they are all current or former
28 employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum Wages

195. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Pay Overtime

196. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

197. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

198. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Timely Pay Wages Upon Termination

199. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

200. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

201. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

202. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Properly Pay Sick Pay

203. Defendants' failure to properly pay Plaintiff and the other aggrieved employees their sick pay at their regular rate of pay by failing to take the average total wages excluding overtime over 90-days and/or failing to include additional enumerations in calculating their sick pay constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

204. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- c. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- e. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

1 f. Any and all additional penalties and sums as provided by the California Labor
2 Code and/or other statutes.

3 205. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
4 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
5 Workforce Development Agency for the enforcement of labor laws and education of employers
6 and employees about their rights and responsibilities and twenty-five percent (25%) to the
7 aggrieved employees.

8 206. At all material times, Defendants were Plaintiff and all other aggrieved employees'
9 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
10 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
12 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
13 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
14 provided by law.

15 207. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
16 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON BEHALF OF**
19 **OTHERS SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

20 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH,**
21 **EIGHTH, NINTH, TENTH, AND ELEVENTH CAUSES OF ACTION:**

22 1. That the Court determine that this action may be maintained as a class action (for the
23 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code
24 of Civil Procedure section 382 and any other applicable law;

25 2. That the named Plaintiff be designated as class representative for the California Class
26 (and all sub-classes thereof);

27 3. A declaratory judgment that the practices complained herein are unlawful; and,

28 4. An injunction against Defendants enjoining them, and any and all persons acting in

1 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
2 herein.

3 **ON THE FIRST CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the minimum wage provisions of the
5 California Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

6 2. For damages, according to proof, including but not necessarily limited to unpaid
7 wages;

8 3. For any and all legally applicable penalties;

9 4. For liquidated damages pursuant to California Labor Code section 1194.2;

10 5. For pre-judgment interest, including but not limited to that recoverable under
11 California Labor Code section 1194, and post-judgment interest;

12 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
13 under California Labor Code section 1194;

14 7. For pre-judgment interest, including but not limited to that recoverable under
15 California Labor Code section 218.6, and post-judgment interest; and,

16 8. For such and other further relief, in law and/or equity, as the Court deems just or
17 appropriate.

18 **ON THE FIRST CAUSE OF ACTION:**

19 1. That Defendants be found to have violated the overtime provisions of the Labor Code
20 and the IWC Wage Order as to Plaintiff and the Overtime Class;

21 2. For damages, according to proof, including but not limited to unpaid wages;

22 3. For any and all legally applicable penalties;

23 4. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code section 1194, and post-judgment interest;

25 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
26 under Labor Code section 1194; and

27 6. For such other further relief, in law and/or equity, as the Court deems just or
28 appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the vested vacation/PTO wages provisions of the California Labor Code as to Plaintiff and the Vacation Pay Class;

2. For damages, according to proof, including unpaid wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 218.6, and post-judgment interest; and

5. For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE SIXTH CAUSE OF ACTION:**

3 1. That Defendants be found to have violated the provisions of the Labor Code
4 regarding correct payment of sick pay to Plaintiff and the Sick Pay Class;

5 2. For damages and/or penalties, according to proof, including damages and/or statutory
6 penalties under the Labor Code and any other legally applicable damages or penalties; and

7 3. For such and other further relief, in law and/or equity, as the Court deems just or
8 appropriate.

9 **ON THE SEVENTH CAUSE OF ACTION:**

10 1. That the Defendants be found to have violated the indemnification provisions of the
11 Labor Code as to the Plaintiff and the Indemnification Class;

12 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
13 and/or resources;

14 3. For any and all legally applicable penalties;

15 4. For pre-judgment interest, including but not limited to that recoverable under Labor
16 Code section 2802, and post-judgment interest;

17 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
18 under Labor Code section 2802; and

19 6. For such other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **ON THE EIGHTH CAUSE OF ACTION:**

22 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the
23 Pay Day Class;

24 2. For damages, according to proof;

25 3. For any and all legally applicable penalties, including but not limited to those
26 recoverable pursuant to Labor Code section 210(a);

27 4. For pre-judgment interest, including but not limited to that recoverable under Labor
28 Code section 218.6, and post-judgment interest; and

1 5. For such other further relief, in law and/or equity, as the Court deems just or
2 appropriate.

3 **ON THE NINTH CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the provisions of the California Labor
5 Code regarding payment of all unpaid wages due upon resignation or termination as to the Waiting
6 Time Class;

7 2. For damages and/or penalties, according to proof, including damages and/or statutory
8 penalties under California Labor Code section 203 and any other legally applicable damages or
9 penalties;

10 3. For pre-judgment interest, including under California Labor Code section 218.6, and
11 post-judgment interest; and,

12 4. For such and other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE TENTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the California Labor
16 Code regarding proper itemized paystubs as to the Wage Statement Class.

17 2. For damages and/or penalties, according to proof, including damages and/or statutory
18 penalties under California Labor Code section 226(e) and any other legally applicable damages or
19 penalties;

20 3. For pre-judgment interest and post-judgment interest; and,

21 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
22 under California Labor Code section 226(e); and,

23 5. For such and other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE ELEVENTH CAUSE OF ACTION:**

26 1. That Defendants be found to have violated California Business and Professions Code
27 section 17200, *et seq.*, for the conduct alleged herein as to all Classes;

28 2. A declaratory judgment that the practices complained herein are unlawful;

1 3. An injunction against Defendants enjoining them, and any and all persons acting in
2 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
3 herein;

4 4. For restitution to the full extent permitted by law; and,

5 5. For such and other further relief, in law and/or equity, as the Court deems just or
6 appropriate.

7 **ON THE TWELFTH CAUSE OF ACTION:**

8 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;

9 2. Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
10 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
11 severally, in excess of twenty-five thousand dollars (\$25,000);

12 3. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
13 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per
14 aggrieved employee for each subsequent violation;

15 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations
16 without a specific civil penalty, in the amount of one hundred dollars (\$100) for each aggrieved
17 employee per pay period for each initial violation and two hundred dollars (\$200) for each aggrieved
18 employee per pay period for each subsequent violation;

19 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
20 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
21 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was underpaid;

23 6. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section
24 2699(g), or other applicable laws;

25 7. For pre-judgment and post-judgment interest as provided by law; and

26 8. For such additional relief as this Court may deem just and proper.
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1 Dated: February 27, 2025

Respectfully submitted,
E&L, LLP; LAVI & EBRAHIMIAN, LLP

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By: Eric Naessig

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David Lavi, Esq.

6

Arie Ebrahimian, Esq.

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Eric J. Naessig, Esq.

11

Attorneys for PLAINTIFF DEBORAH MARTIN
on behalf of herself and others similarly situated

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California
3 Private Attorneys General Act, requests a trial by jury.

4
5 Dated: February 27, 2025

Respectfully submitted,
6 **E&L, LLP; LAVI & EBRAHIMIAN, LLP**

7
8 By: *Eric Naessig*
9 David Lavi, Esq.
Arie Ebrahimian, Esq.
10 Joseph Lavi, Esq.
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Eric J. Naessig, Esq.
12 Attorneys for PLAINTIFF DEBORAH MARTIN
on behalf of herself and others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On February 27, 2025, I served the foregoing documents, described as:

1. PLAINTIFF DEBORAH MARTIN'S FIRST AMENDED COMPLAINT FOR DAMAGES AND RESTITUTION AND FOR:

on all interested parties as follows:

Attorneys For Defendants *AURORA BEHAVIORAL HEALTHCARE- SANTA ROSE, LLC*, A California Corporation Dba *SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL*; And *SIGNATURE HEALTHCARE SERVICES, LLC*

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☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, 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 February 27, 2025, at Beverly Hills, California.

/s/ Diana K Alonso
Diana K Alonso