

August 13, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

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

VIA CERTIFIED MAIL TO:

(by certified mail to Asian Community Center of Sacramento Valley, Inc. dba ACC Senior Services)

Asian Community Center of Sacramento Valley, Inc. dba ACC Senior Services
7334 Park City Drive
Sacramento, CA 95831
Certified Mail Tracking Number: 9414 8111 0549 5862 4799 16

David Lin
Agent for Service of Process for Asian Community Center of
Sacramento Valley, Inc. dba ACC Senior Services
7334 Park City Drive
Sacramento, CA 95831
Certified Mail Tracking Number: 9414 8111 0549 5862 4791 21

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Jose Luis Sanchez v. Asian Community Center of Sacramento Valley, Inc.
dba ACC Senior Services
Superior Court for the County of Sacramento**

Gentlepersons:

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

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of themselves and all other Aggrieved Employees, and the State of California, against Defendants Asian Community Center of Sacramento Valley, Inc. dba ACC Senior Services, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Sacramento County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

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

RELEVANT FACTS

Plaintiff and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants in positions generally pertaining to providing health care services to Defendants' patients. Plaintiff, and upon information and belief other Aggrieved Employees, were required to perform various work tasks and services at Defendants' community centers in Sacramento, California. Plaintiff and the Aggrieved Employees were generally asked to perform and engage in similar and related services tasks for Defendants' and at the behest of Defendants and their managers. Plaintiff consistently worked without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the Aggrieved Employees who served in similar and related positions.

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

Defendant ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC. dba ACC SENIOR SERVICES lists its principal address as 7334 Park City Drive, Sacramento, California with the California Secretary of State. The wage statements issued to Plaintiff list ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC. as his employer with the same address. Further, Defendant's website explains "For over 50-years, ACC Senior Services (formerly known as The Asian Community Center of Sacramento Valley) has been dedicated to enriching the lives of older adults and family caregivers." In light of this information, Plaintiff therefore asserts that ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC. continues to do business in California as ACC SENIOR SERVICES.



The Aggrieved Employees, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Upon information and belief, their employment has not been governed under any collective bargaining agreements. During the relevant time period, Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off-the-clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off-the-clock” work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees in positions including providing food and other services to patients and staff, caregivers, resident assistants, housekeepers, medical receptionists, registered nurses, nurse practitioners, culinary assistants, prep cooks, and in similar and related duties relevant to providing health care services to Defendants’ patients at their community center locations in California.

Plaintiff worked as a culinary assistant with duties that included preparing and serving food and drinks to patients, washing dishes, and clean up duties such as storing away kitchen products and picking up and taking out trash, among other tasks. Plaintiff generally worked about 45 to 50 hours per week, five shifts per week. Plaintiff’s scheduled hours generally ran from 9:00 a.m. through 7:00 p.m.

Plaintiff generally worked more than his scheduled hours due to off-the-clock work he was required to perform. On many occasions, Plaintiff worked shifts over eight hours to be paid at overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after his scheduled shift hours. Moreover, Plaintiff worked more hours than he was scheduled and paid for, including hours worked before and after his work shifts and during his meal and rest breaks, which were interrupted or not provided due to work demands.

Defendants’ policy and practice of requiring systematic off-the-clock work flowed from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted into the company time clock by Employees. While Defendants required time punch records for shift start and end times and meal period beginning and end times, they were generally not recorded contemporaneously with the actual hours worked. Upon arriving at the community center, Plaintiff was required to proceed through the facility, and scan his badge to pass through a secured door, before being able to access the time clock. In order to clock in, Plaintiff was further required to enter his identification number and scan his fingerprint. However, due to Defendants’ failure to provide a sufficient number of time clocks, Plaintiff was routinely forced to wait in line for several minutes each day before being permitted to clock in. As a result, Defendants required Plaintiff to perform substantial off-the-clock work both before and after his scheduled shift hours.



Furthermore, due to the heavy workload and chronic understaffing, Plaintiff was compelled to perform work and remain under Defendant's control prior to the start of his shift, during his meal periods, and after the end of his shift, for example, Plaintiff would assist patients after their scheduled meals. Additionally, Defendants required Plaintiff to carry his personal cellphone at all times during his shift, including his off the clock meal periods and off-duty rest breaks, in order to promptly respond to texts and calls from management regarding work-related duties. Plaintiff was also required to use his personal cellphone to respond to texts and calls from management regarding work-related duties, and to access and review his work schedule, all while off-duty and away from Defendants' facilities.

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

Plaintiff was not paid for all his hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring him to work off-the-clock and without pay or to work through breaks, and Defendants thus also failed to keep required records of hours worked or to maintain them accurately. Defendants also failed to pay Plaintiff at the required overtime rates for all hours over eight in a shift, or over forty in a work week. With work shifts generally scheduled for eight hours or more, this unpaid off-the-clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Upon information and belief, the Aggrieved Employees were also subjected to similar scheduling and work policies by Defendants resulting in similar violations as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks he received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By requiring pervasive off-the-clock work and failing to pay for all hours worked, Defendants have also committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174. Additionally, to the extent Defendants paid overtime, it was underpaid as addressed above or Defendants failed to include all forms of remuneration in the regular rate used to calculate and pay overtime wages. This failure to include non-discretionary bonuses, such as "Holiday Worked," shift differentials, and the like in the overtime rate thus resulted in further underpayment of wages earned by Plaintiff and the Aggrieved Employees.

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



IWC Wage Orders.

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

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but due to the prioritization of patient care, Plaintiff was compelled to delay his meal periods or have them interrupted. The heavy workloads, patient demands, chronic understaffing, and management expectations also contributed to Plaintiff working through his meal periods or not taking them or taking them late so work could be accomplished, or he was required to remain under Defendants' control during meal periods.

Although managers instructed Plaintiff to take a thirty-minute break before the fifth hour of work, such policy was not enforced. Meal periods were not scheduled, and instead, Plaintiff was expected by management to take his meal period only after attending to the needs of the community center and its patients. To the extent Defendants had a meal period policy, it went unenforced, as there were always tasks to perform or issues that Plaintiff needed to resolve, which led to systematic late and missed and interrupted meal periods. These managerial expectations also contributed to Employees taking late meal breaks and/or missing meal breaks to perform the tasks Defendants required them to accomplish. Upon information and belief, the Aggrieved Employees endured similar meal period violations at Defendants' hands. On the occasions when Plaintiff and the Aggrieved Employees worked over ten hours on a shift, Defendants failed to provide them with a second uninterrupted and duty-free and timely meal period.

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

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

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to



maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. Upon information and belief, if and when Defendants did pay any meal period premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay it.

Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net-ten-minute rest breaks that Plaintiff and the Aggrieved Employees were unable to take as with meal periods. This was exacerbated by the fact that Defendants exerted little effort to schedule and otherwise authorize and permit Plaintiff and the Aggrieved Employees to take their required ten-minute rest breaks. Defendants thus failed to authorize and permit Plaintiff and the Aggrieved Employees to take their required duty-free, net ten-minute rest periods. Plaintiff and Aggrieved Employees were not free to leave the premises and were required to remain under Defendants' control during their rest breaks. To the extent rest breaks were not scheduled, Defendants' policy was not to provide them, and management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, he was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened.

Therefore, the job requirements and duties required of Plaintiff and the Aggrieved Employees, and the demands from their managers, manifested a failure to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job requirements and demands.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks, and Defendants failed to schedule or account for required first, second, and third rest breaks during the shifts Plaintiff and the Aggrieved Employees generally worked.

Plaintiff and the Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were



not provided with one hour's wages in lieu thereof. They were required to remain on duty during breaks or portions of their breaks, thus making them either untimely or shortened under Defendants' policies and practices.

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

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

The failure to maintain accurate timekeeping records perpetrated by Defendants has also been exacerbated by other off-the-clock work Defendants required their Employees to endure. For example, before clocking in for the start of his shift and after clocking out for the end of his shift, Plaintiff frequently performed additional work assisting patients who required assistance. Plaintiff was not permitted to record this time because it would constitute unauthorized overtime, and he could face disciplinary action. Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including while on-site and through after-hours work-related communications regarding scheduling and other work requirements.

Defendants have failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual hours Plaintiff worked or the breaks he received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor



Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

Defendants required Plaintiff and the Aggrieved Employees to work hours off-the-clock for which they were not compensated. They were also required to endure off the clock work addressed above, including during missed, interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, Defendants have followed a uniform and consistent policy of failing to timely pay all wages owed to Plaintiff and the Aggrieved Employees as required by California wage-and-hour laws, including Labor Code § 204. Furthermore, Defendants have followed a uniform and consistent policy of failing to pay all wages owed to those Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code §§ 201-203.

During the relevant time period, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work before and after work shifts and to the extent they deducted hours for unpaid meal periods Defendants failed to provide. Furthermore, by not compensating Employees for all hours worked and not recording any break times or permitting off-duty breaks, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Plaintiff and the Aggrieved Employees to use their own personal cellphones to respond to Defendants' work-related messages. Further, Defendants provided Plaintiff and the Aggrieved Employees with uniforms that they were required to maintain and clean at their own expense. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA CLAIM DETAILS, LEGAL BASES FOR VIOLATIONS AND PENALTIES:

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

Failure to Pay Minimum Wages

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

Defendants failed to pay Plaintiff and the Aggrieved Employees minimum wages they were owed, including by having a consistent policy of failing to pay them for all hours worked. Plaintiff and the Aggrieved Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time spent waiting to use the single time



clock to punch in and out for their shifts, all the time required to remain on duty and under Defendants' control and during breaks due to the work demands placed upon them by Defendants' management and patients. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees and understaffed shifts, which resulted in off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off-the-clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the Aggrieved Employees as to minimum wage pay.

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

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock to avoid paying all their earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties or to attend and participate in company required activities



or remain under Defendants' control. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment, as Defendants required time records to generally reflect scheduled shift times. Defendants also under-paid Plaintiff and the putative Aggrieved Employees all wages by systematically miscalculating and underpaying overtime wages they earned, as detailed above.

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

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were not provided with meal periods or were required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands, chronic understaffing, and requirements to remain under Defendants' control during off-the-clock time. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.



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

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

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

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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, sick pay, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period,



not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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

Failure to Keep Records In Accordance With Labor Code § 1174

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

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

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

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs



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

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

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiff assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seek all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

Regards,
D.LAW, INC.

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

Alvin B. Lindsay

a.lindsay@d.law

William Tran

w.tran@d.law

Cc: Asian Community Center of Sacramento Valley, Inc. dba ACC Senior Services by Certified Mail

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
William Tran (SBN 335908)
w.tran@d.law
450 N Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JOSE LUIS SANCHEZ, on behalf
of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSE LUIS SANCHEZ, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

ASIAN COMMUNITY CENTER OF
SACRAMENTO VALLEY, INC. dba ACC
SENIOR SERVICES, a California nonprofit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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

5 INTRODUCTION

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

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

20 3. Defendant ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC.
21 dba ACC SENIOR SERVICES lists its principal address as 7334 Park City Drive, Sacramento,
22 California with the California Secretary of State. The wage statements issued to Plaintiff list ASIAN
23 COMMUNITY CENTER OF SACRAMENTO VALLEY, INC. as his employer with the same
24 address. Further, Defendant’s website explains “For over 50-years, ACC Senior Services (formerly
25 known as The Asian Community Center of Sacramento Valley) has been dedicated to enriching the
26 lives of older adults and family caregivers.” In light of this information, Plaintiff therefore asserts that
27 ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC. continues to do business in
28 California as ACC SENIOR SERVICES.

1 4. Plaintiff and the other similarly situated Class members were generally asked to
2 perform and engage in similar and related services tasks for Defendants' and at the behest of
3 Defendants and their managers. He consistently worked without being paid all wages due and without
4 being provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
5 members were employed by Defendants and shared similar job duties and responsibilities, were
6 subjected to the same policies and practices, and endured similar violations at the hands of Defendants
7 as the other Employee Class members who served in similar and related positions.

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

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

24 7. The true names and capacities, whether individual, corporate, associate, or whatever
25 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
26 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure
27 § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as
28 Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the

unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

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

FACTUAL BACKGROUND

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

10. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off-the-clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing

1 violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief,
2 Defendants employ other non-exempt, hourly employees in positions including providing food and
3 other services to patients and staff, caregivers, resident assistants, housekeepers, medical
4 receptionists, registered nurses, nurse practitioners, culinary assistants, prep cooks, and in similar and
5 related duties relevant to providing health care services to Defendants' patients at their community
6 center locations in California.

7 11. Plaintiff worked as a culinary assistant with duties that included preparing and
8 serving food and drinks to patients, washing dishes, and clean up duties such as storing away kitchen
9 products and picking up and taking out trash, among other tasks. Plaintiff generally worked about 45
10 to 50 hours per week, five shifts per week. Plaintiff's scheduled hours generally ran from 9:00 a.m.
11 through 7:00 p.m.

12 12. Plaintiff generally worked more than his scheduled hours due to off-the-clock work
13 he was required to perform. On many occasions, Plaintiff worked shifts over eight hours to be paid at
14 overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-
15 the-clock work before and after his scheduled shift hours. Moreover, Plaintiff worked more hours
16 than he was scheduled and paid for, including hours worked before and after his work shifts and
17 during his meal and rest breaks, which were interrupted or not provided due to work demands.

18 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed
19 from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted
20 into the company time clock by Employees. While Defendants required time punch records for shift
21 start and end times and meal period beginning and end times, they were generally not recorded
22 contemporaneously with the actual hours worked. Upon arriving at the community center, Plaintiff
23 was required to proceed through the facility, and scan his badge to pass through a secured door, before
24 being able to access the time clock. In order to clock in, Plaintiff was further required to enter his
25 identification number and scan his fingerprint. However, due to Defendants' failure to provide a
26 sufficient number of time clocks, Plaintiff was routinely forced to wait in line for several minutes
27 each day before being permitted to clock in. As a result, Defendants required Plaintiff to perform
28 substantial off-the-clock work both before and after his scheduled shift hours.

1 14. Furthermore, due to the heavy workload and chronic understaffing, Plaintiff was
2 compelled to perform work and remain under Defendant's control prior to the start of his shift, during
3 his meal periods, and after the end of his shift, for example, Plaintiff would assist patients after their
4 scheduled meals. Additionally, Defendants required Plaintiff to carry his personal cellphone at all
5 times during his shift, including his off the clock meal periods and off-duty rest breaks, in order to
6 promptly respond to texts and calls from management regarding work-related duties. Plaintiff was
7 also required to use his personal cellphone to respond to texts and calls from management regarding
8 work-related duties, and to access and review his work schedule, all while off-duty and away from
9 Defendants' facilities.

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

15 16. Plaintiff was not paid for all his hours worked at the required minimum, overtime,
16 and double time wage rates due to Defendants' policy and practice of requiring him to work off-the-
17 clock and without pay or to work through breaks, and Defendants thus also failed to keep required
18 records of hours worked or to maintain them accurately. Defendants also failed to pay Plaintiff at the
19 required overtime rates for all hours over eight in a shift, or over forty in a work week. With work
20 shifts generally scheduled for eight hours or more, this unpaid off-the-clock work resulted in Plaintiff
21 and the Class members working past eight hours on a shift, which required that they be paid at the
22 correct overtime rate of 1.5 times their regular rate. Upon information and belief, the Class members
23 were also subjected to similar scheduling and work policies by Defendants resulting in similar
24 violations as Plaintiff.

25 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
26 would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required
27 and the actual hours Plaintiff worked or the breaks he received or have otherwise declined to produce
28 them to Plaintiff in response to a timely and lawful records request. By requiring pervasive off-the-

1 clock work and failing to pay for all hours worked, Defendants have also committed knowing and
2 intentional ongoing violations of the record keeping requirements under the Labor Code, including
3 section 1174. Additionally, to the extent Defendants paid overtime, it was underpaid as addressed
4 above or Defendants failed to include all forms of remuneration in the regular rate used to calculate
5 and pay overtime wages. This failure to include non-discretionary bonuses, such as “Holiday
6 Worked,” shift differentials, and the like in the overtime rate thus resulted in further underpayment
7 of wages earned by Plaintiff and the Class members.

8 18. Therefore, from at least four years prior to the filing of this lawsuit and continuing
9 to the present, Defendants have had a consistent policy or practice of failing to pay Employees for all
10 hours worked and failing to pay minimum wages for all time worked, as required by California law.
11 Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
12 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at
13 premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week,
14 and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code
15 § 510 and the corresponding sections of IWC Wage Orders.

16 19. Defendants also failed to provide Plaintiff and the Class members with their required
17 meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours.
18 The above described off-the-clock work and job requirements and understaffing contributed to
19 Defendants’ common policy of failing to provide lawful meal periods to Plaintiff and the Class
20 members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants
21 similarly systematically failed to authorize and permit Plaintiff and the employee Class Members to
22 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
23 IWC Wage Order(s).

24 20. More specifically, Plaintiff worked shifts that entitled him to at least one meal
25 period, but due to the prioritization of patient care, Plaintiff was compelled to delay his meal periods
26 or have them interrupted. The heavy workloads, patient demands, chronic understaffing, and
27 management expectations also contributed to Plaintiff working through his meal periods or not taking
28 them or taking them late so work could be accomplished, or he was required to remain under

1 Defendants' control during meal periods.

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

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

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

24 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all
25 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods
26 is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either
27 failed to maintain required records of when meal periods were actually provided or failed to produce
28 them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and

1 incomplete records. Defendants also failed to pay Employees “premium pay,” i.e. one hour of wages
2 at each Employee’s effective hourly rate of pay, for each meal period or rest break that Defendants
3 failed to provide or deficiently provided. Upon information and belief, if and when Defendants did
4 pay any meal period premiums, they failed to include all forms of remuneration in the regular rate
5 used to calculate and pay it.

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

- 12 (a) Class members were not provided full thirty-minute duty free meal periods for
13 work days in excess of five hours and were not compensated one hour’s wages
14 in lieu thereof, or to the extent Defendants paid any premiums, they failed to
15 include all forms of remuneration in the regular rate used to calculate and pay
16 them, all in violation of, among others, Labor Code §§ 226.7, 512, and the
17 applicable Industrial Welfare Commission Wage Order(s);
- 18 (b) Class members were required to work through at least part, if not all, of their
19 daily meal period(s);
- 20 (c) Meal periods were provided after five hours of continuous work during a shift;
- 21 (d) Class members were restricted in their ability to take a full thirty-minute meal
22 period or were otherwise required to remain under Defendants’ control during
23 meal periods; and
- 24 (e) Class members were not provided second full thirty-minute duty free meal
25 periods for work days in excess of ten hours.

26 26. Similar violations resulted from Defendants’ failure to authorize and permit Plaintiff
27 and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work,
28 or major fraction thereof. There were similar issues with the required net-ten-minute rest breaks that

1 Plaintiff and the Class members were unable to take as with meal periods. This was exacerbated by
2 the fact that Defendants exerted little effort to schedule and otherwise authorize and permit Plaintiff
3 and the Class members to take their required ten-minute rest breaks. Defendants thus failed to
4 authorize and permit Plaintiff and the Class members to take their required duty-free, net ten-minute
5 rest periods. Plaintiff and Class Members were not free to leave the premises and were required to
6 remain under Defendants' control during their rest breaks. To the extent rest breaks were not
7 scheduled, Defendants' policy was not to provide them, and management did not emphasize the
8 requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period,
9 or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a
10 shift, he was not permitted to take a second one or a third one or any breaks were untimely or
11 impermissibly shortened.

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

17 28. Defendants' policies and practices thus systematically deny and denied Plaintiff and
18 the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods.
19 The California Supreme Court has instructed that the rest period requirement obligates employers to
20 permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers
21 must relieve employees of all duties and relinquish control over how employees spend their time.
22 Plaintiff and the Class members were and are under Defendants' control when they are working
23 through rest breaks, and Defendants failed to schedule or account for required first, second, and third
24 rest breaks during the shifts Plaintiff and the Class members generally worked.

25 29. Plaintiff and the Employees in the Class were also not authorized and permitted to take
26 lawful rest periods, were systematically required by Defendants to work through or during breaks,
27 and were not provided with one hour's wages in lieu thereof. They were required to remain on duty
28 during breaks or portions of their breaks, thus making them either untimely or shortened under

Defendants' policies and practices. Rest period violations therefore arose in one or more of the following manners:

- (a) Class members were required to work without being provided a minimum ten minute rest period for every four hours or major fraction thereof worked and were not compensated one hour of pay at their regular rate of compensation for each workday that a rest period was not provided, or to the extent Defendants paid any premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay them.
- (b) Class members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Class members were required to remain on duty and under Defendants' control during rest periods or otherwise had their rest periods interrupted by work demands.

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

31. Defendants also provided Plaintiff and the Class members with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked, including by requiring off-the-clock work. Plaintiff and the Employees in the Class were unable to discern from

1 their wage statements alone the actual hours they worked in total during a pay period and the rates
2 they were paid for those hours worked. The wage statements failed to include a separate listing for
3 total hours worked or otherwise included hours that were not actual work hours and made it difficult
4 for Class members to calculate this number. To the extent Plaintiff and the Class members were not
5 provided with the opportunity to review their timekeeping punch records for the shifts in the pay
6 period before Defendants ran payroll for it, Class members had no way of knowing if they were
7 actually paid for all their hours worked. Defendants also listed an incorrect name or address of the
8 actual employer on wage statements issued to Plaintiff and Class Members.

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

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

27 34. Defendants have failed to maintain timekeeping records for Plaintiff that would permit
28 Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and the actual

1 hours Plaintiff worked or the breaks he received. By failing to pay for all hours worked, and by under-
2 recording regular hours to the detriment of the Class members, Defendants have committed knowing
3 and intentional ongoing violations of the record keeping requirements under the Labor Code,
4 including section 1174, by either failing to maintain records or retaining inaccurate ones.

5 35. Defendants required Plaintiff and the Class members to work hours off-the-clock for
6 which they were not compensated. They were also required to endure off the clock work addressed
7 above, including during missed, interrupted or otherwise on-duty meal and rest periods. Defendants
8 also failed to pay all overtime premium wages owed for work conducted on a work shift and a
9 workday, as addressed above. Therefore, Defendants have followed a uniform and consistent policy
10 of failing to timely pay all wages owed to Plaintiff and other similarly situated Employees as required
11 by California wage-and-hour laws, including Labor Code § 204. Furthermore, Defendants have
12 followed a uniform and consistent policy of failing to pay all wages owed to those Class members at
13 the time of their termination or within seventy-two hours of their resignation, as required by California
14 wage-and-hour laws, including Labor Code §§ 201-203.

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

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

28 ///

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

38. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Plaintiff and the Class members to use their own personal cellphones to respond to Defendants' work-related messages. Further, Defendants provided Plaintiff and the Class members with uniforms that they were required to maintain and clean at their own expense. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

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

CLASS ALLEGATIONS

41. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by

the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees at Defendants’ properties within the State of California.” This includes all types of food servers and other service employees, patient coordinators, receptionists, health services providers and support staff, and those employed in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

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

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

f. Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

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

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants’ policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off-the-clock work.

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

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

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

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

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

///

1 **A. Numerosity**

2 45. The potential members of the Class as defined are so numerous that joinder of all the
3 Class members is impracticable. While the precise number of Class member has not been determined
4 at this time, Plaintiff is informed and believes that Defendants employ or, during the time period
5 relevant to this lawsuit employed, at least 100 Employees who satisfy the Class definition within the
6 State of California. Plaintiff alleges that Defendants' employment records will provide information
7 as to the number and location of all Class members.

8 **B. Commonality**

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

- 15 a. Whether Defendants failed to pay Employees minimum wages;
- 16 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 17 c. Whether Defendants failed to pay Employees overtime as required under Labor
18 Code § 510;
- 19 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
20 Employees during the relevant time period for all hours worked, whether regular
21 or overtime;
- 22 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
23 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
24 premium pay in lieu thereof;
- 25 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
26 Orders, by failing to authorize and permit Employees to take requisite rest breaks
27 or provide premium pay in lieu thereof;

28 ///

- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- h. Whether Defendants violated Labor Code §§ 226, 1174, and 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Labor Code § 221;
- m. Whether Defendants violated Labor Code § 2802 by failing reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

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

52. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon

1 them. In addition, Defendants knew they possessed special knowledge about pay practices and
2 policies, most notably intentionally refusing to pay for all hours actually worked which should have
3 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
4 and policies and practices on the Employees and Class as a whole.

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

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(Against All Defendants)**

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

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

1 other members of the Class minimum wages.

2 56. In California, employees must be paid at least the then applicable state minimum
3 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
4 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the
5 applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is
6 subject to the control of an employer and includes all the time the employee is suffered or permitted
7 to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other
8 applicable laws and regulations, and public policy, an employer must timely pay its employees for all
9 hours worked. Defendants failed to do so.

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

13 58. The applicable minimum wage rate fixed by the commission for work during the
14 relevant period is found in the Wage Orders.

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

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

1 California.

2 61. In committing the above-described violations of the California Labor Code,
3 Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that did
4 not reflect their actual hours worked, or calculated the correct time worked and consequently
5 underpaid the actual time worked by Plaintiff and other members of the Class, including by requiring
6 off-the-clock work and refusing to pay all incurred overtime, as addressed in detail above.

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

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

15 64. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
16 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
17 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
18 employee minimum wages.

19 65. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further
20 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest
21 thereon.

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

25 67. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
26 unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal
27 to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs
28 of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class

1 further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
2 the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by the
3 California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum
4 wage compensation is determined to be owed to the Class members who have terminated their
5 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these
6 individuals are also be entitled to waiting time penalties under California Labor Code § 203, which
7 penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all
8 wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly and
9 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage
10 statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith.
11 Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

12 **SECOND CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

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

23 70. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
24 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
25 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
26 hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any
27 workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b)
28 twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours

1 worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a
2 consistent policy of not paying Employees wages for all hours worked, including by requiring off-
3 the-clock work as addressed above and by under-reporting actual hours worked. With work shifts
4 generally being scheduled for eight hours or more, this unpaid off-the-clock work resulted in Plaintiff
5 and the Class members working past eight hours on a shift, which required that they be paid at the
6 correct overtime rate of 1.5 times their regular rate.

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

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

1 73. Additionally, Labor Code § 558(a) provides “any employer or other person acting
2 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty
4 as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
5 for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
6 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
7 pay period for which the employee was underpaid in addition to an amount sufficient to recover
8 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
9 employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section are in addition
10 to any other civil or criminal penalty provided by law.” Defendants have violated provisions of the
11 Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
12 Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.

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

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

26 76. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
27 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
28 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all

1 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
2 reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against
3 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
4 statutes.

5 **THIRD CAUSE OF ACTION**

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

7 **(Against All Defendants)**

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

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

15 79. Defendants failed to provide Employees with meal periods as required under the
16 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were not provided with
17 meal periods or were required to work or to otherwise remain under Defendants' control during meal
18 periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or
19 Employees otherwise had them shortened and interrupted by work demands, chronic understaffing,
20 and requirements to remain under Defendants' control during off-the-clock time. Furthermore, upon
21 information and belief, on the occasions when Employees worked more than ten hours in a given
22 shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by
23 law. Defendants thus failed to provide Plaintiff and the Class members with meal periods as required
24 by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing
25 them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes,
26 or by requiring them to perform work during breaks.

27 80. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20

1 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
2 a meal period in accordance with this section, the employer shall pay the employee one hour of pay
3 at the employee's regular rate of compensation for each workday that the meal period is not provided.
4 As detailed above, on the occasions when Defendants did pay any meal period premiums, they upon
5 information and belief underpaid them by miscalculating the regular rate of compensation by not
6 including all forms of remuneration in it. Defendants thus failed to compensate the Employees in the
7 Class for each meal period not provided or inadequately provided, as required under Labor Code §
8 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

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

15 **FOURTH CAUSE OF ACTION**

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

17 **(Against All Defendants)**

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

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

23 84. Employees consistently worked consecutive four hour shifts and were generally
24 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
25 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
26 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
27 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
28 ten minutes for each consecutive four hour shift. Defendants made no efforts to authorize and permit

1 rest breaks or otherwise schedule them, and Employees were often required to work or to otherwise
2 remain under Defendants' control during rest periods, and had breaks provided untimely as a result
3 of the above described off-the-clock work.

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

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

11 87. Defendants failed to authorize and permit Plaintiff and the Class members to take
12 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
13 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
14 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and
15 20 of the applicable IWC Wage Orders.

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

21 **FIFTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 226(a)**

23 **(Against All Defendants)**

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

26 90. California Labor Code § 226(a) requires an employer to furnish each of his or her
27 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
28 hours worked, and the corresponding number of hours worked at each hourly rate; these statements

1 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
2 the employee's wages; or, if wages are paid by cash or personal check, these statements may be given
3 to the employee separately from the payment of wages; in either case the employer must give the
4 employee these statements twice a month or each time wages are paid.

5 91. Defendants failed to provide Plaintiff and the similarly situated Employee Class
6 members with accurate itemized wage statements in writing, as required by the Labor Code and
7 paragraph 7 of the applicable IWC Wage Orders. Specifically, Defendants required Class members
8 to ask to receive statements, rather than mailing or otherwise handing them out to all Employees.
9 Also, the wage statements given to Employees by Defendants failed to accurately account for wages,
10 overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all
11 overtime hours worked and for providing deficient meal periods and rest breaks, all of which
12 Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

13 92. Defendants also provided Plaintiff and the Class members with wage statements that
14 failed to accurately report all hours worked and applicable hourly rates for all hours worked. Plaintiff
15 and the Employees in the Class were unable to discern from their wage statements alone the actual
16 hours they worked in total during a pay period.

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

28 ///

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

16 95. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
17 are required "to pay each employee, on the established payday for the period involved, not less than
18 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §
19 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may
21 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the
22 applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage
23 Orders.

24 96. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
25 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
26 Class suffered injuries, including among other things confusion over whether they received all wages
27 owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to
28 make mathematical computations to analyze whether the wages paid in fact compensated them

correctly for all hours worked.

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

SIXTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

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

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

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

///

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

3 **SEVENTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 204**
5 **(Against All Defendants)**

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

8 106. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
9 employment are due and payable twice during each calendar month, on days designated in advance
10 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
11 of any calendar month shall be paid for between the 16th and the 26th day of the month during which
12 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
13 calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally,
14 the requirements of this section shall be deemed satisfied by the payment of wages for weekly,
15 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
16 the close of the payroll period.” As detailed above, Defendants maintained a consistently applied
17 policy and practice of not paying all wages earned between the 1st and 15th days of a month between
18 the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month
19 between the 1st and 10th day of the following month. This included failing to pay all wages due and
20 owing to Plaintiff and the Class members for all hours they worked, and by failing to pay all tips and
21 gratuities owed to Plaintiff and the Class members timely during the pay period in which they were
22 earned due to the general manager illegally taking tips. Defendants similarly failed to pay all wages
23 earned by not more than seven calendar days following the close of the payroll period.

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

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

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

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

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

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

114. Defendants failed to pay these Class members without abatement, all wages as

1 defined by applicable California law. Among other things, these Employees were not paid all regular
2 and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-
3 clock work or by unlawfully under-recording time entries to the detriment of Employees, and
4 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
5 further detailed in this Complaint. Defendants' failure to pay said wages within the required time was
6 willful within the meaning of Labor Code § 203.

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

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

23 ///

24 ///

25 ///

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

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

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

119. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off-the-clock work, by miscalculating overtime, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

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

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

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

122. Plaintiff and the Class are informed and believe and based thereon allege that throughout the period applicable, Defendants required Plaintiff and the Class Members to purchase their own personal protective equipment (PPE) uniform to comply with Defendants’ policies and procedures. The PPE consisted of scrubs, a black polo shirt, and nonslip shoes, which Plaintiff and Class Members were also required to maintain and clean at their own expense. Plaintiff and the Class

1 members must be reimbursed for these necessary business expenses under Labor Code § 2802 and
2 Defendants systematically failed to do so.

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

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

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

20 **ELEVENTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

25 127. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
26 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants
27 as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
28 and the general public. Plaintiff seeks to enforce important rights affecting the public interest within

1 the meaning of Code of Civil Procedure § 1021.5.

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

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

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

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

27 132. Defendants’ conduct, as alleged above, constitutes unfair competition in violation of
28 the Business & Professions Code § 17200 *et seq.*

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

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

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

///

4. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to pay minimum wage;
5. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
7. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
12. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement or profits, as may be proven;
15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
16. For other wages and penalties under the Labor Code as may be proven;
17. For all general, special, and incidental damages as may be proven;
18. For an award of pre-judgment and post-judgment interest;

- 1 19. For an award providing for the payment of the costs of this suit;
2 20. For an award of attorneys' fees; and
3 21. For such other and further relief as this Court may deem proper and just.

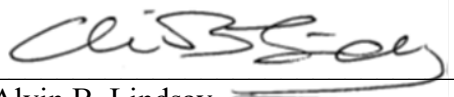
4

5 DATED: August 13, 2025

D.LAW, INC.

6

7

By 

8

Alvin B. Lindsay

9

William Tran

10

Attorneys for Plaintiff Jose Luis Sanchez on
behalf of himself and all others similarly
situated

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

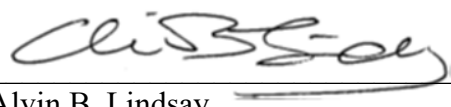
28

DEMAND FOR JURY TRIAL

Plaintiff Jose Luis Sanchez hereby demands trial of his claims by jury to the extent authorized by law.

DATED: August 13, 2025

D.LAW, INC.

By 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff Jose Luis Sanchez on
behalf of himself and all others similarly
situated