

ABRAMSON LABOR GROUP
Tuvia Korobkin, Esq. # 268066
tuvia@abramsonlabor.com
Rijenea Appling, Esq. # 346329
rijenea@abramsonlabor.com
11846 Ventura Boulevard, Suite 100
Studio City, California 91604
Tel: (213) 493-6300
Fax: (213) 723-2522

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SILVIA MARTINEZ, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

FAMILY HEALTH CARE CENTERS OF
GREATER LOS ANGELES, INC.; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23STCV04109

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198)**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (8) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*)**
- (9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

FILED
Superior Court of California
County of Los Angeles
05/01/2023
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

1 Plaintiff Silvia Martinez (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this Class and Representative Action Complaint against Family Health Care
3 Centers of Greater Los Angeles, Inc.; and Does 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 class and representative action for recovery of unpaid wages and penalties under California
8 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*; and Industrial
10 Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory
11 relief and restitution. This class action is brought pursuant to California Code of Civil Procedure
12 section 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code
13 because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
27 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*;
28 California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order

4, which sets employment standards for employees in professional, technical, clerical, mechanical, and similar occupations.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a network of health care clinics, and that they employed Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the state of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 18).

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10. During Plaintiff's employment with Defendants, Defendants required Plaintiff and other non-exempt employees to take on-duty meal periods during their shifts. Specifically, Defendants generally required Plaintiff and other non-exempt employees to remain on premises throughout their meal breaks. As a result of this policy/practice, Defendants failed to provide compliant meal periods to Plaintiff and other non-exempt employees. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1036 (2012) (holding that "the wage order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. [Citation.] We agree with this DLSE interpretation of the wage order."). Defendants also did not pay Plaintiff or other non-exempt employees for their on-duty meal periods, and instead deducted a half-hour each workday from their wages for a supposed off-duty meal period. This resulted in unpaid wages, including unpaid minimum wages and overtime wages.

11. Despite failing to provide Plaintiff and other non-exempt employees with off-duty meal periods to which they were entitled, Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

12. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-exempt employees. Specifically, Plaintiff and other non-exempt employees were unable to take rest periods to which they were entitled as a result of Defendants' policies/practices. Defendants required Plaintiff to remain at her workstation at all times apart from her lunch break, and thus prevented Plaintiff from taking off-duty rest periods as required under California law. *See Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) ("We accordingly conclude that the construction of Wage Order 4, subdivision 12(A) that best effectuates the order's

purpose and remains true to its provisions is one that 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.”) Despite failing to authorize and permit Plaintiff and other non-exempt employees to take a legally compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

13. Defendants also failed to reimburse Plaintiff and other employees for expenses incurred in the course of their employment, including expenses incurred in using personal cell phones and/or personal vehicles for work purposes. Defendants required Plaintiff and other non-exempt employees to download multiple “apps” on their personal cell phones and use them for work. Specifically, Plaintiff was required to download the TimeTree app, which Defendants regularly used to communicate employee schedules and to send other messages to employees regarding scheduling and worksite locations. Plaintiff routinely received TimeTree messages from Defendants after work hours, and was directed to check TimeTree regularly regarding scheduling. Plaintiff also sometimes used TimeTree to clock in and out. Plaintiff was also required to download the Outlook and Teams apps to send and receive work related emails and messages, respectively. Despite requiring Plaintiff to use her personal cell phone for work-related purposes, Defendants failed to reimburse Plaintiff for any portion of her monthly cell phone bill. As a result of the foregoing, Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

14. In addition, approximately once per week for a portion of Plaintiff’s employment, Defendants directed Plaintiff to pass out fliers at various shopping malls, grocery stores, hardware stores, and/or other locations to promote Defendants’ business. Defendants required Plaintiff to use her personal vehicle to drive to the offsite location from Defendants’ office, and to drive back to Defendants’ office from the offsite location. Defendants failed to reimburse or indemnify Plaintiff for the expenses she incurred in driving her personal vehicle to and from these locations.

15. As a result of Defendants' failure to pay all minimum wages and overtime wages, as well as Defendants' failure to pay meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

16. As a further result of Defendants' failure to pay all minimum wages and overtime wages, as well as Defendants' failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff.

17. The wage statements issued to Plaintiff and other employees (both exempt and non-exempt) are also facially deficient, in that the wage statements fail to include the name and address of the legal entity that is the employer, in violation of Labor Code 226(a)(8). Specifically, the wage statements list “Family Health Care of Greater Los Angeles, Inc.” rather than “Family Health Care Centers of Greater Los Angeles, Inc.,” and they fail to include any employer address. In addition, Plaintiff’s final wage statement did not include Defendants’ address or the pay period beginning date. On information and belief, the final wage statements issued to Defendants’ other former employees also have failed to include Defendants’ address or the beginning date of the pay period, in violation of Labor Code § 226(a) (8) and (6), respectively.

CLASS ACTION ALLEGATIONS

18. Class Definitions: Plaintiff bring this action on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of the Defendants' current and former non-exempt employees in California who were subject to Defendants' meal period policies/practices, at any time from four years prior to the filing of this action through the present.

b. The Overtime Class consists of all of the Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, and were subject to Defendants' meal period policies/practices, at any time from four years immediately preceding the filing of this action through the present.

1 c. The Meal Period Class consists of all of the Defendants' current and former non-
2 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
3 any time from four years immediately preceding the filing of this action through the
4 present.

5 d. The Rest Period Class consists of all of the Defendants' current and former non-
6 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
7 time from four years immediately preceding the filing of this action through the present.

8 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
9 Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
10 statement at any time from one year immediately preceding the filing of this lawsuit
11 through the present; and (ii) all employees (both exempt and non-exempt) of the
12 Defendants in California who received a wage statement at any time from one year
13 immediately prior to the filing of this action to the present, that did not include Defendants'
14 full name, did not include Defendants' address, and/or did not include the beginning date
15 of the pay period.

16 f. The Waiting Time Class consists of all members of the Minimum Wage Class,
17 Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed
18 by Defendants and who last worked for Defendants at any time from three years
19 immediately preceding the filing of this lawsuit through the present.

20 g. The Expense Reimbursement Class consists of all of Defendants' employees
21 (exempt and non-exempt) who were required to use their personal property, including but
22 not limited to cellular phones and/or personal vehicles for work-related purposes, at any
23 time from four years prior to the filing of this action through the present.

24 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
27 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
28 Defendants' employment records.

1 20. **Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual members
4 including, without limitation, to:

- 5 i. Whether Defendants paid at least the minimum wage for all hours worked
6 to members of the Minimum Wage Class;
- 7 ii. Whether Defendants' meal period, timekeeping and payroll practices
8 violate the applicable Labor Code provisions including, but not limited to,
9 Sections 510 and 1194 by requiring overtime work and not paying the
10 Overtime Class for said work according to California's overtime laws;
- 11 iii. Whether Defendants provided legally compliant meal periods to members
12 of the Meal Period Class;
- 13 iv. Whether Defendants authorized and permitted legally compliant rest
14 periods to members of the Rest Period Class;
- 15 v. Whether Defendants furnished legally compliant wage statements to
16 members of the Wage Statement Class pursuant to Labor Code § 226;
- 17 vi. Whether Defendants paid all wages due to members of the Waiting Time
18 Class at the time of separation of employment; and
- 19 vii. Whether Defendants properly reimbursed expenses incurred by members
20 of the Expense Reimbursement Class.

21 21. **Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual members of the Classes. The common
23 questions of law set forth above are numerous and substantial and stem from Defendants' policies
24 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
25 overtime, wage statement, meal period, rest period, expense reimbursement, and final wage
26 policies/practices. As such, the common questions predominate over individual questions
27 concerning each individual class member's showing as to his or her eligibility for recovery or as
28 to the amount of his or her damages.

1 22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the
3 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
4 alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum
5 wages and overtime wages, was subject to Defendants' uniform meal and rest period
6 policies/practices, was furnished with inaccurate wage statements, was deprived of all final wages
7 upon her separation of employment from Defendants, and was not reimbursed for all expenses
8 she incurred in carrying out her job duties for Defendants.

9 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
10 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
11 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
12 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
13 actions in state and federal courts in the past and are committed to vigorously prosecuting this
14 action on behalf of the members of the Classes.

15 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
16 an important public interest in establishing minimum working conditions and standards in
17 California. These laws and labor standards protect the average working employee from
18 exploitation by employers who have the responsibility to follow the laws and who may seek to
19 take advantage of superior economic and bargaining power in setting onerous terms and
20 conditions of employment. The nature of this action and the format of laws available to Plaintiff
21 and members of the Classes make the class action format a particularly efficient and appropriate
22 procedure to redress the violations alleged herein. If each employee were required to file an
23 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
24 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
25 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
26 an individual remedy would discourage the assertion of lawful claims by employees who would
27 be disinclined to file an action against their former and/or current employer for real and justifiable
28 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the

prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

27. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to unpaid wages and interest, in an amount to be established at trial, and they are

entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

30. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest thereon, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime

premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

37. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

40. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

41. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing,

1 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
2 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
3 1 of the California Constitution.

4 **FIFTH CAUSE OF ACTION**

5 **WAGE STATEMENT VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
10 and the Wage Statement Class with accurate and complete itemized wage statements that
11 included, among other requirements, all hours worked, all wages earned, all meal and rest period
12 premium wages earned, the name and address of the legal entity that is the employer, and the
13 inclusive dates of the pay period, in violation of Labor Code § 226.

14 44. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
15 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
16 among other things, the non-payment of all their minimum and overtime wages and meal and rest
17 period premium wages, and deprived them of the information necessary to identify and reconcile
18 the discrepancies in Defendants' reported data.

19 45. Defendants' failures create an entitlement to recovery by Plaintiff and members of
20 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
21 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
22 of suit, pursuant to Labor Code §§ 226 and 226.3.

23 **SIXTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

26 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 47. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
28 an employer to pay all wages immediately at the time of separation of employment in the event

1 the employer discharges the employee, or the employee provides at least 72 hours of notice of
2 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
3 to quit, said employee's wages become due and payable not later than 72 hours upon said
4 employee's last date of employment.

5 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
7 at their separation from employment, including (but not limited to) unpaid minimum wages,
8 unpaid overtime wages, and unpaid meal and rest period premium wages.

9 49. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
10 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
11 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
12 to the requirements of Labor Code §§ 201-203.

13 50. Defendants' failure to pay all final wages was willful within the meaning of Labor
14 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
15 Time Class their earned wages upon separation from employment results in a continued payment
16 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
17 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
18 attorneys' fees and costs of suit.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **(AGAINST ALL DEFENDANTS)**

22 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 52. At all relevant times, Defendants were subject to Labor Code § 2802, which states
24 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
26 her obedience to the directions of the employer."

27 53. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
28 "any contract or agreement, express or implied, made by any employee to waive the benefits of

1 this article or any part thereof, is null and void, and this article shall not deprive any employee or
2 his personal representative of any right or remedy to which he is entitled under the laws of this
3 State.”

4 54. Due to Defendants’ unlawful policy and practice of requiring employees to use
5 their personal property, including but not limited to personal cell phones and personal vehicles
6 for work purposes, and their failure to reimburse Plaintiff and members of the Expense
7 Reimbursement Class, Defendants have violated Labor Code § 2802.

8 55. As a proximate result of Defendants’ policies and/or practices in violation of Labor
9 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered
10 damages in sums, which will be shown according to proof.

11 56. Plaintiff and members of the Expense Reimbursement Class are entitled to
12 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

13 57. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
14 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
15 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
16 accrue from the date on which they incurred the initial necessary expenditure.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

20 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 59. Defendants have engaged, and continue to engage, in unfair and/or unlawful
22 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
23 Plaintiff and the Classes all minimum and overtime wages due, failing to provide meal periods or
24 pay meal period premium wages, failure to authorize and permit rest periods or pay rest period
25 premium wages, failing to furnish accurate and complete itemized wage statements, failing to
26 reimburse business expenses, and failing to pay all earned wages at separation of employment.

27 60. Defendants’ utilization of these unfair and/or unlawful business practices has
28 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,

1 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
2 Defendants' competitors who have been and/or are currently employing workers and attempting
3 to do so in honest compliance with applicable wage and hour laws.

4 61. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiff, for herself, and on behalf of the members of the Classes, seeks full restitution of
6 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
7 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

8 62. The acts complained of herein occurred within the four years immediately
9 preceding the filing of this action.

10 63. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
12 of Defendants' current non-exempt employees, and to enforce important rights affecting the
13 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
14 which she is entitled to recover under Code of Civil Procedure § 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

18 64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 65. Defendants have committed several Labor Code violations against Plaintiff and
20 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
21 Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings
22 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
24 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
25 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
26 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
27 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
28 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for

each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the statutory minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- f. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- g. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

66. On or about February 24, 2023, Plaintiff notified Defendant Family Health Care Centers of Greater Los Angeles, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 65 (a)-(h) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

67. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

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1 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226, *et seq.*;

3 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
4 Labor Code §§ 201-203;

5 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
6 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

7 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

10 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
11 employees, and the State of California according to proof pursuant to Labor Code § 2699,
12 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
13 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
14 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
15 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
16 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
17 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
18 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
19 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
20 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
21 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
22 Labor Code § 2699(f);

23 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
24 Cal. Labor Code §§ 218.6, 1194(a), 1194.2(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1
25 of the California Constitution;

26 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
27 226(e), 1194 *et seq.*, 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

28 ///

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

2
3 Date: May 1, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

4
5 By: _____

Tuvia Korobkin
Attorney for Plaintiff

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

9
10 Dated: May 1, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

11 By: _____

Tuvia Korobkin
Attorney for Plaintiff