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Electronically FILED by
Superior Court of California,
County of Los Angeles
4/24/2023 3:32 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

Attorneys for Plaintiff ELIA PAXTOR LOPEZ, as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIA PAXTOR LOPEZ, as a designated
Private Attorney General

Plaintiff,

v.

KF SUNRAY LLC dba SUNRAY
HEALTHCARE CENTER; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **23STCV09065**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ELIA PAXTOR LOPEZ (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of the state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant KF SUNRAY LLC doing business as SUNRAY HEALTHCARE CENTER
7 (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
8 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney
9 General, reserves the right to amend this complaint to reflect a different “Time Period” as further
10 discovery is conducted.

11 2. Plaintiff, on behalf of the State of California, as a Private Attorney General seeks
12 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide meal
14 periods or compensation in lieu thereof, (4) failure to provide rest periods or compensation in lieu
15 thereof; and (5) failure to pay wages due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to provide timely uninterrupted meal and rest periods or
23 adequate compensation in lieu thereof; and
24 (d) Willfully refusing to pay all wages due upon separation of employment;

25 **JURISDICTION AND VENUE**

26 4. This Court has subject matter jurisdiction over the causes of action alleged in this
27 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
28 excluded from exercising subject matter jurisdiction over said causes of action.

1 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
2 are alter egos, joint employers and conspire with one another to increase profits by engaging in
3 the conduct described in this complaint.

4 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
5 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
6 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
7 below was acting, at least in part, within the course and scope of that authority as such agent,
8 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
9 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
10 are legally attributable to the other Defendants.

11 **PAGA ADMINISTRATIVE PREREQUISITE**

12 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
13 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
14 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
15 (“PAGA”).

16 14. Prior to filing this complaint, on February 17, 2023, Plaintiff gave written notice
17 by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”), the
18 LWDA’s website, and to Defendant of the specified provisions alleged to have been violated,
19 including the facts and theories to support the alleged violation as required by Labor Code section
20 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto
21 as Exhibit A.

22 15. More than sixty-five (65) days have passed since Plaintiff submitted his February
23 17, 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
24 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
25 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.
26 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
27 Attorney General with regard to her August 1, 2023, PAGA notice.

28 ///

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate wage statements, and pay wages owed at the end of the employment, as required under California law.

17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt positions throughout California. Defendant compensated said positions at an hourly rate less than twice that of the state minimum wage and such positions remained under the direct control and supervision of Defendant. Accordingly, these positions remain non-exempt from California's wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to these non-exempt employees as required by law.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common within the State of California.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay their employee's earned wages by failing to compensate at the mandatory minimum wage. Defendant also failed to pay its employees at the requisite overtime and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

21. Plaintiff alleges that Defendant failed to compensate its employees at the legally mandated wage rates for all hours worked. Specifically, Plaintiff and other non-exempt hourly

1 employees were regularly unable to take a duty-free meal period or had their meal periods
2 interrupted as a result of understaffing and a busy workload. In addition to having their meal
3 periods interrupted, Plaintiff and other non-exempt hourly employees were required to return to
4 work before the end of their thirty (30) minute meal periods and continue working when the
5 facility was busy.

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
7 or should have known that Plaintiff and other non-exempt hourly employees were entitled to
8 receive all paid rest periods or payment of one (1) additional hour of pay at Plaintiff and other
9 non-exempt hourly employees; regular rate of pay when a rest period was missed, interrupted, or
10 shortened. In violation of the Labor Code and IWC Wage Orders, Defendant has a pattern,
11 practice, and policy of not providing paid rest periods. As a result of Defendant's understaffing
12 and daily work requirements and demands, Plaintiff and other non-exempt hourly employees did
13 not receive all paid rest periods or payment of one (1) additional hour of pay at Plaintiff and other
14 non-exempt hourly employees' regular rate of pay when a paid rest period was missed, truncated,
15 or interrupted.

16 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that it was required to provide its employees with itemized wage statements
18 that accurately showed their actual hours worked, total hours worked, number of hours worked at
19 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
20 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
21 employees with accurate itemized wage statements showing their rate of pay, the actual hours
22 worked, correct premium wages earned per pay period, as well as the total hours worked per pay
23 period.

24 24. By failing to include on its wage statements all minimum wage and overtime and
25 double-time owed, Defendant failed to keep and provide accurate wage statements in violation of
26 the California labor code.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
28 or should have known that its employees were entitled to the timely payment of wages due upon

1 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
2 within permissible time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff As a Private Attorney General Against All Defendants)**

7 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
8 complaint as if fully set forth herein.

9 27. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1
11 ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
12 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
13 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

14 28. Defendant's employees regularly worked over eight (8) hours per day and forty
15 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
16 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
17 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
18 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
19 they missed meal breaks is a violation of the Labor Code. Defendant also failed to accurately
20 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Additionally,
21 Plaintiff and other non-exempt hourly employees were paid an incentive payment and or non-
22 discretionary bonus, yet Defendant failed to include this incentive payment in their regular rate
23 of pay when calculating their overtime and double-time rate.

24 29. Since the LWDA has not indicated that it will be investigating more than sixty-
25 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
26 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
27 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
28 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,

as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

30. Plaintiff is informed and believes that Defendant has violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

32. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

35. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods. Defendant failed to include incentive payments and or

1 non-discretionary bonuses in its employees' meal premium when calculating their regular rate of
2 pay.

3 36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
4 worked shifts more than five (5) hours in a workday.

5 37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
6 waive meal periods.

7 38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
8 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
9 rate of pay for each missed meal break, in an amount to be proven at trial.

10 39. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred during the Relevant
12 Time Period, in an amount according to proof, as to those penalties that are otherwise only
13 available to public agency enforcement actions.

14 40. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
16 interest.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
19 **COMPENSATION IN LIEU THEREOF**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 42. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that
24 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
25 rest time per four (4) work hours, or a major fraction thereof.

26 43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
27 provide an employee rest periods in accordance with this section, the employer shall pay the
28 employee one (1) hour of pay at the employee's regular rate of compensation for each workday

1 that the rest period is not provided. Plaintiff and other employees consistently worked over four
2 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

3 44. As described above, Defendant failed to reasonably make available rest breaks to
4 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

5 45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
6 penalties for each and every violation shown to exist or to have occurred during the Relevant
7 Time Period, in an amount according to proof, as to those penalties that are otherwise only
8 available to public agency enforcement actions.

9 46. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
10 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
11 interest.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
14 **WAGE STATEMENTS**

15 **(Plaintiff As a Private Attorney General Against All Defendants)**

16 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
17 complaint as if fully set forth herein.

18 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
19 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's
21 wages, or separately when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
23 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
24 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
25 only the last four digits of his or her social security number or an employee identification number
26 other than a social security number; (8) the name and address of the legal entity that is the
27 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
28 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

1 49. Defendant knowingly and intentionally failed to provide timely and accurate
2 itemized wage statements to its employees in accordance with Labor Code section 226,
3 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
4 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
5 the accurate gross pay. Such failure caused injury to its employees in violation of the California
6 labor code.

7 50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
8 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
9 and all penalties for each and every violation shown to exist or to have occurred during the
10 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
11 only available to public agency enforcement actions. Funds recovered will be distributed in
12 accordance with the PAGA.

13 51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
14 Code section 2699, subdivision (g)(1), and prejudgment interest.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

17 **TERMINATION OF EMPLOYMENT**

18 **(Plaintiff As a Private Attorney General Against All Defendants)**

19 52. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
20 complaint as if fully set forth herein.

21 53. Employees who ended their employment with Defendant during the Relevant
22 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
23 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
24 and 203.

25 54. Defendant refused and/or failed to promptly compensate its employees for wages
26 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
27 minimum and overtime compensation owed for work performed for Defendant.

28 55. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General

1 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
2 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
3 each of the following, as set forth in Labor Code section 2699.5, which provides that section
4 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
5 226, 226.7, 510, 512, 1174, and 1194.

6 56. Plaintiff, as a personal representative of the general public, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA.

11 57. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
12 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff as a Private Attorney General prays for judgment as follows:

- 15 1. For civil penalties for each violation as provided by law, including, but not
16 limited to, those civil penalties provided by PAGA;
- 17 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
18 2699, subdivision (g), and any other statutory basis or pursuant to the
19 California Rules of Court;
- 20 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
21 subdivision (g), and any other statutory basis; and
- 22 4. For all such other and further relief as the Court may deem just and proper.

23
24 Dated: April 24, 2023

MAHONEY LAW GROUP, APC

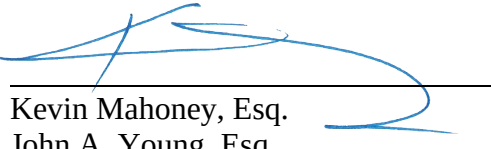
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26 
27 Kevin Mahoney, Esq.
28 John A. Young, Esq.
Raleigh Dixon, Esq.
Attorneys for Plaintiff ELIA PAXTOR LOPEZ

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

February 17, 2023

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5668

Return Receipt Requested

KF Sunray, LLC
ATTN: Jacob Wintner
6300 Wilshire Blvd., #1800
Los Angeles, CA 90048

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5675

Return Receipt Requested

KF Sunray, LLC
3210 W. Pico Blvd.
Los Angeles, CA 90019

Re: Elia Paxtor Lopez v. KF Sunray, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; KF Sunray, LLC ("Employer")
From: Elia Paxtor Lopez, on behalf of herself and all aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Elia Paxtor Lopez ("Ms. Lopez"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

KF Sunray, LLC (referred to herein as “Employer”) is a California Company conducting business in Los Angeles, California, and was the employer of Ms. Lopez. Employer is a skilled nursing provider.

Ms. Lopez is a former employee of Employer and worked for Employer as a nurse from on or around June 6, 2021 through on or around May 6, 2022.

Ms. Lopez alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7 510, 512, and 1194, by:

- a) Failing to pay Ms. Lopez, and aggrieved employees for all hours worked;
- b) Failing to provide Ms. Lopez, and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) Failing to provide Ms. Lopez, and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) Failing to provide Ms. Lopez, and aggrieved employees with accurate itemized wage statements; and
- e) Failing to pay Ms. Lopez, and aggrieved employees all wages earned and owed at separation of employment.

Ms. Lopez and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Ms. Lopez and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Ms. Lopez, and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Ms. Lopez and aggrieved employees were routinely required to work through their meal breaks. In addition, Ms. Lopez, and aggrieved employees were non-discretionary bonuses and incentive payments, yet Employer failed to include this non-discretionary bonuses and incentive payments in their regular

rate of pay when calculating their overtime and double-time rate. Further, if Employer paid a meal and or rest period premium, Employer failed to include this non-discretionary bonuses and incentive payments in their regular rate of pay when paying meal and or rest break premiums.

Employer's failure to pay Ms. Lopez, and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Lopez, and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Ms. Lopez, and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Ms. Lopez, and aggrieved employees were required to work through rest periods in order to attend to patients due to Employer failing to provide sufficient staffing to permit employees to take a work-free rest period. Further, when Ms. Lopez and aggrieved employees worked more than ten (10) hours in a workday, they never received the requisite third rest period.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employer failed to provide Ms. Lopez, and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Ms. Lopez, and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Ms. Lopez and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Ms. Lopez, and aggrieved employees continue to work despite being clocked-out for their meal period. As a result of Employer's policy and practices, Ms. Lopez and aggrieved employees did not receive timely

uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Further, as described above, Employer failed to include this non-discretionary bonuses and incentive payments in their regular rate of pay when paying meal period premiums. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

D. Employer failed to provide Ms. Lopez and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employer to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Lopez and aggrieved employees for all hours worked, including the applicable overtime and double-time rates and meal and rest period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Ms. Lopez and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Ms. Lopez and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall

continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than thirty (30) days.” Accordingly, Ms. Lopez and aggrieved employees are entitled to thirty (30) days of waiting time penalties.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Lopez becomes aware of additional compensation owed or losses incurred by Ms. Lopez or by any other aggrieved employee of the Employer, Ms. Lopez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Young", is written over a horizontal line.

John A. Young, Esq.
MAHONEY LAW GROUP, APC