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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MARK JOHN SANTOS, individually, and on
behalf of other members of the general public
similarly situated; SAMANTHA SANCHEZ,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MEDZED, LLC, a Georgia limited liability
company; MEDZED PHYSICIAN
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV15585

Honorable Stuart M. Rice
Department 1

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
AND ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

- (10) Violation of California Business & Professions Code §§ 17200, et seq.;
- (11) Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MARK JOHN SANTOS (“Plaintiff SANTOS”), individually, and on behalf of other members of the general public similarly situated, and SAMANTHA SANCHEZ (“Plaintiff SANCHEZ”), individually and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) (collectively, “Plaintiffs”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each of the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).
2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.
3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff MARK JOHN SANTOS is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff SAMANTHA SANCHEZ is an individual residing in the State of California, County of Imperial.

7. Defendant MEDZED, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant MEDZED PHYSICIAN SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant MEDZED, LLC and Defendant MEDZED PHYSICIAN SERVICES, INC. were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission,

encouragement, authorization and/or consent of each defendant designated as a DOE herein.

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

12. Defendant MEDZED, LLC MEDZED PHYSICIAN SERVICES, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

14. Plaintiff SANTOS brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from May 10, 2018 to final judgment and who reside in California.

Subclass A: All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

16. Plaintiff SANTOS reserves the right to establish additional subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff SANTOS at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff SANTOS's claims are typical of all other class members' as demonstrated herein. Plaintiff SANTOS will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff SANTOS will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff SANTOS has no interest that is antagonistic to the other class members. Plaintiff SANTOS's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff SANTOS has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid

1 to assert their rights out of fear of direct or indirect retaliation. However,
2 class actions provide the class members who are not named in the
3 complaint anonymity that allows for the vindication of their rights.

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

- 7 a. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants had a corporate policy and practice of failing to pay
10 their hourly-paid or non-exempt employees within the State of California
11 for all hours worked and missed (short, late, interrupted, and/or missed
12 altogether) meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiff SANTOS and the other class
14 members to work over eight (8) hours per day and/or over forty (40) hours
15 per week and failed to pay the legally required overtime compensation to
16 Plaintiff SANTOS and the other class members;
- 17 d. Whether Defendants deprived Plaintiff SANTOS and the other class
18 members of meal and/or rest periods or required Plaintiff SANTOS and
19 the other class members to work during meal and/or rest periods without
20 compensation;
- 21 e. Whether Defendants failed to pay minimum wages to Plaintiff SANTOS
22 and the other class members for all hours worked;
- 23 f. Whether Defendants failed to pay all wages due to Plaintiff SANTOS and
24 the other class members within the required time upon their discharge or
25 resignation;
- 26 g. Whether Defendants failed to timely pay all wages due to Plaintiff
27 SANTOS and the other class members during their employment;
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- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff SANTOS and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff SANTOS and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiff SANCHEZ's employment by Defendants.
20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.
21. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.
22. Plaintiff SANCHEZ was employed by Defendants and the alleged violation was

committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff SANCHEZ and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

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

24. On February 2, 2023, Plaintiff SANCHEZ provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant MEDZED, LLC and MEDZED PHYSICIAN SERVICES, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts

1 and theories to support the alleged violations. On April 10, 2023, Plaintiff
2 SANCHEZ provided an amended written notice to the LWDA and Defendants.
3 Plaintiff SANCHEZ has not received an LWDA Notice within sixty-five (65)
4 calendar days of the date of Plaintiff's amended notice.

5 25. Therefore, Plaintiff SANCHEZ has satisfied the administrative prerequisites
6 under California Labor Code section 2699.3(a) to recover civil penalties against
7 Defendants for violations of California Labor Code sections 201, 202, 203, 204,
8 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800
9 and 2802, and Industrial Welfare Commission Wage Orders 4-2001 and 5-2001.

10 **GENERAL ALLEGATIONS**

11 26. At all relevant times set forth herein, Defendants employed Plaintiffs and other
12 persons as hourly-paid or non-exempt employees within the State of California, including the
13 County of Los Angeles.

14 27. Defendants, jointly and severally, employed Plaintiff SANTOS as an hourly-paid,
15 non-exempt employee, from approximately March 2020 to approximately October 2020, in the
16 State of California, County of Los Angeles.

17 28. Defendants, jointly and severally, employed Plaintiff SANCHEZ as a salaried,
18 exempt employee from approximately June 2020 to approximately December 2020, and as an
19 hourly-paid, non-exempt employee, from approximately January 2021 until approximately May
20 2022.

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

24 30. Defendants had the authority to hire and terminate Plaintiffs and the other class
25 members, to set work rules and conditions governing Plaintiffs' and the other class members'
26 employment, and to supervise their daily employment activities.

27 31. Defendants exercised sufficient authority over the terms and conditions of
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1 Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs
2 and the other class members.

3 32. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
4 class members.

5 33. Defendants continue to employ hourly-paid or non-exempt employees within the
6 State of California.

7 34. Plaintiffs and the other class members worked over eight (8) hours in a day, forty
8 (40) hours in a week, and/or over six (6) days in a workweek during their employment with
9 Defendants.

10 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
12 non-exempt employees within the State of California. This pattern and practice involved, *inter*
13 *alia*, failing to pay them for all hours worked and missed, short, late and/or interrupted meal
14 periods and rest breaks in violation of California law.

15 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 certain wages for overtime compensation and that they were not receiving accurate overtime
18 compensation for all overtime hours worked.

19 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed to provide Plaintiffs and the other class members all required rest and meal periods during
21 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
22 thus they are entitled to any and all applicable premium wages. Defendants' failure included,
23 *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted
24 thirty (30) minute meal periods to Plaintiffs and the other class members. Plaintiffs and the other
25 class members were required to perform work during meal periods and rest periods. .

26 38. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
27 failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control
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1 over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other
2 class members a reasonable opportunity to take, and impeded or discouraged them from taking
3 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
4 shifts lasting at least (6) hours, and/or take second thirty (30) minute uninterrupted meal breaks
5 no later than their tenth hour of work for shifts lasting more than ten (10) hours.

6 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
9 member's regular rate of pay when a meal period was missed, short, late, and/or interrupted, and
10 they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and
11 the other class member's regular rate of pay when a meal period was missed, short, late, and/or
12 interrupted.

13 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
16 member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and
17 they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and
18 the other class members' regular rate of pay when a rest period was missed, short, late, and/or
19 interrupted.

20 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 required Plaintiffs and the other class members to remain on Defendants' premises during
22 purported rest periods, thereby failing to relieve them of all employer control.

23 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members were entitled to receive
25 at least minimum wages for compensation and that they were not receiving at least minimum
26 wages for all hours worked.

27 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
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1 knew or should have known that Plaintiffs and the other class members were entitled to receive
2 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
3 wages, minimum wages, and meal and rest period premiums, and they did not, in fact, receive
4 all such wages owed to them at the time of their discharge or resignation.

5 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 all wages owed to them during their employment. Plaintiffs and the other class members did not
8 receive payment of all wages, including overtime and minimum wages and meal and rest period
9 premiums, within any time permissible under California Labor Code section 204.

10 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 complete and accurate wage statements in accordance with California law, but, in fact, they did
13 not receive complete and accurate wage statements from Defendants. The deficiencies included,
14 *inter alia*, the failure to include the actual number of hours worked by Plaintiffs and the other
15 class members, including work to be performed off-the-clock.

16 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
19 keep complete and accurate payroll records.

20 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to
22 reimbursement for necessary business-related expenses.

23 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that they had a duty to compensate Plaintiffs and the other class
25 members pursuant to California law, and that Defendants had the financial ability to pay such
26 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
27 to Plaintiffs and the other class members that they were properly denied wages, all in order to
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1 increase Defendants' profits.

2 49. During the relevant time period, Defendants intentionally and willfully failed to
3 pay overtime wages to Plaintiffs and the other class members for all overtime hours worked.
4 Plaintiffs and the other class members did not receive overtime compensation at one-and-one-
5 half the regular rate of pay for all hours spent performing job duties in excess of eight (8) hours
6 per day, forty (40) hours per week, and/or for the first eight (8) hours worked on the seventh day
7 of work in a workweek.

8 50. During the relevant time period, Defendants failed to properly calculate the regular
9 rate of pay, including, *inter alia*, failing to include non-discretionary bonuses, commissions,
10 monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials
11 in the calculation of the regular rate of pay used to calculate the overtime rate for the payment of
12 overtime wages where Plaintiffs and the other class members earned commissions, non-
13 discretionary bonuses, monetary and non-monetary incentives, non-discretionary production
14 and/or performance pay, and/or shift differentials and overtime wages in the same pay period.

15 51. During the relevant time period, Defendants failed to provide all requisite
16 uninterrupted meal and rest periods to Plaintiffs and the other class members.

17 52. During the relevant time period, Defendants required Plaintiffs and the other class
18 members to remain on Defendants' premises during purported rest periods, thereby failing to
19 relieve them of all employer control.

20 53. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members at least minimum wages for all hours worked.

22 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members all wages owed to them upon discharge or resignation.

24 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members all wages within any time permissible under California law, including, *inter alia*,
26 California Labor Code section 204.

27 56. During the relevant time period, Defendants failed to provide complete or
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1 accurate wage statements to Plaintiffs and the other class members.

2 57. During the relevant time period, Defendants failed to keep complete or accurate
3 payroll records for Plaintiffs and the other class members.

4 58. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
5 other class members for all necessary business-related expenses and costs.

6 59. During the relevant time period, Defendants failed to properly compensate
7 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
8 profits.

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

12 **FIRST CAUSE OF ACTION**

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

14 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

15 **and DOES 1 through 100)**

16 61. Plaintiff SANTOS incorporates by reference the allegations contained in
17 Paragraphs 1 through 60, and each and every part thereof with the same force and effect as
18 though fully set forth herein.

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

23 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff SANTOS and the other class members employed by Defendants,
25 and working more than eight (8) hours in a day or more than forty (40) hours in a workweek,
26 and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all
27 hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or
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1 for the first eight (8) hours worked on the seventh day of work in a workweek.

2 64. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff SANTOS and the other class members overtime compensation at a rate
4 of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a
5 day.

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

11 66. During the relevant time period, Plaintiff SANTOS and the other class members
12 worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for the first eight
13 (8) hours worked on the seventh day.

14 67. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff SANTOS and the other class members.

16 68. Defendants' failure to pay Plaintiff SANTOS and the other class members the
17 unpaid balance of overtime compensation, as required by California laws, violates the provisions
18 of California Labor Code sections 510 and 1198, and is therefore unlawful.

19 69. Pursuant to California Labor Code section 1194, Plaintiff SANTOS and the other
20 class members are entitled to recover unpaid overtime compensation, as well as interest, costs,
21 and attorneys' fees.

22 **SECOND CAUSE OF ACTION**

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

24 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

25 **and DOES 1 through 100)**

26 70. Plaintiff SANTOS incorporates by reference the allegations contained in
27 paragraphs 1 through 69, and each and every part thereof with the same force and effect as though
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1 fully set forth herein.

2 71. At all relevant times, the IWC Order and California Labor Code sections 226.7
3 and 512(a) were applicable to Plaintiff SANTOS's and the other class members' employment by
4 Defendants.

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

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

14 74. At all relevant times, the applicable IWC Wage Order and California Labor Code
15 section 512(a) further provide that an employer may not require, cause or permit an employee to
16 work for a work period of more than ten (10) hours per day without providing the employee with
17 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
18 hours worked is no more than twelve (12) hours, the second meal period may be waived by
19 mutual consent of the employer and the employee only if the first meal period was not waived.

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

25 76. During the relevant time period, Plaintiff SANTOS and the other class members
26 who were scheduled to work for a period of time in excess of six (6) hours were required to work
27 for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
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(30) minutes and/or rest period.

77. During the relevant time period, Defendants intentionally and willfully required Plaintiff SANTOS and the other class members to work during meal periods and failed to compensate Plaintiff SANTOS and the other class members the full meal period premium for work performed during meal periods.

78. During the relevant time period, Defendants failed to pay Plaintiff SANTOS and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,

and DOES 1 through 100)

81. Plaintiff SANTOS incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

86. During the relevant time period, Defendants willfully required Plaintiff SANTOS and the other class members to work during rest periods and failed to pay Plaintiff SANTOS and the other class members the full rest period premium for work performed during rest periods.

87. During the relevant time period, Defendants failed to pay Plaintiff SANTOS and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

88. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

FOURTH CAUSE OF ACTION

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

(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,

and DOES 1 through 100)

90. Plaintiff SANTOS incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though

1 fully set forth herein.

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

5 92. During the relevant time period, Defendants failed to pay minimum wages to
6 Plaintiff SANTOS and the other class members as required, pursuant to California Labor Code
7 sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter
8 alia, Defendants' effective payment of zero dollars per hour for hours Plaintiff SANTOS and the
9 other class members worked off-the-clock performing work duties.

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

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

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

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FIFTH CAUSE OF ACTION

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

(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,

and DOES 1 through 100)

96. Plaintiff SANTOS incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

98. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff SANTOS and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff SANTOS and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, for meal and rest period premium payments.

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

100. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is

commenced; but the wages shall not continue for more than thirty (30) days.

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,

and DOES 1 through 100)

102. Plaintiff SANTOS incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

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

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

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff SANTOS and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

107. Plaintiff SANTOS and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,

and DOES 1 through 100)

108. Plaintiff SANTOS incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

110. Defendants have intentionally and willfully failed to provide Plaintiff SANTOS and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

111. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff SANTOS and the other class members have suffered injury and damage to their

1 statutorily-protected rights.

2 112. More specifically, Plaintiff SANTOS and the other class members have been
3 injured by Defendants' intentional and willful violation of California Labor Code section 226(a)
4 because they were denied both their legal right to receive, and their protected interest in
5 receiving, accurate and itemized wage statements pursuant to California Labor Code section
6 226(a).

7 113. Plaintiff SANTOS and the other class members are entitled to recover from
8 Defendants the greater of their actual damages caused by Defendants' failure to comply with
9 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
10 dollars per employee.

11 114. Plaintiff SANTOS and the other class members are also entitled to injunctive
12 relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

13 **EIGHTH CAUSE OF ACTION**

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

15 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

16 **and DOES 1 through 100)**

17 115. Plaintiff SANTOS incorporates by reference the allegations contained in
18 paragraphs 1 through 114, and each and every part thereof with the same force and effect as
19 though fully set forth herein.

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

27 117. Defendants have intentionally and willfully failed to keep accurate and complete
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1 payroll records showing the hours worked daily and the wages paid, to Plaintiff SANTOS and
2 the other class members.

3 118. As a result of Defendants' violation of California Labor Code section 1174(d),
4 Plaintiff SANTOS and the other class members have suffered injury and damage to their
5 statutorily-protected rights.

6 119. More specifically, Plaintiff SANTOS and the other class members have been
7 injured by Defendants' intentional and willful violation of California Labor Code section
8 1174(d) because they were denied both their legal right and protected interest, in having
9 available, accurate and complete payroll records pursuant to California Labor Code section
10 1174(d).

11 **NINTH CAUSE OF ACTION**

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

13 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

14 **and DOES 1 through 100)**

15 120. Plaintiff SANTOS incorporates by reference the allegations contained in
16 paragraphs 1 through 119, and each and every part thereof with the same force and effect as
17 though fully set forth herein.

18 121. Pursuant to California Labor Code sections 2800 and 2802, an employer must
19 reimburse its employee for all necessary expenditures incurred by the employee in direct
20 consequence of the discharge of his or her job duties or in direct consequence of his or her
21 obedience to the directions of the employer.

22 122. Plaintiff SANTOS and the other class members incurred necessary business-
23 related expenses and costs that were not fully reimbursed by Defendants.

24 123. Defendants have intentionally and willfully failed to reimburse Plaintiff SANTOS
25 and the other class members for all necessary business-related expenses and costs.

26 124. Plaintiff SANTOS and the other class members are entitled to recover from
27 Defendants their business-related expenses and costs incurred during the course and scope of
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1 their employment, plus interest accrued from the date on which the employee incurred the
2 necessary expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

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

5 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

6 **and DOES 1 through 100)**

7 125. Plaintiff SANTOS incorporates by reference the allegations contained in
8 paragraphs 1 through 124, and each and every part thereof with the same force and effect as
9 though fully set forth herein.

10 126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff SANTOS, other class members, to the general public, and
12 Defendants' competitors. Accordingly, Plaintiff SANTOS seeks to enforce important rights
13 affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

14 127. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code section 17200, et seq.

17 128. A violation of California Business & Professions Code section 17200, et seq. may
18 be predicated on the violation of any state or federal law. In this instant case, Defendants'
19 policies and practices of requiring employees, including Plaintiff SANTOS and the other class
20 members, to work overtime without paying them proper compensation violate California Labor
21 Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
22 employees, including Plaintiff SANTOS and the other class members, to work through their
23 meal and rest periods without paying them proper compensation violate California Labor Code
24 sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages
25 violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies
26 and practices of failing to timely pay wages to Plaintiff SANTOS and the other class members
27 violate California Labor Code sections 201, 202 and 204. Defendants also violated California
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1 Labor Code sections 226(a), 1174(d), 2800 and 2802.

2 129. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 130. Plaintiff SANTOS and the other class members have been personally injured by
5 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
6 limited to the loss of money and/or property.

7 131. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff SANTOS and the other class members are entitled to restitution of the wages withheld
9 and retained by Defendants during a period that commences four years preceding the filing of
10 this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure
11 section 1021.5 and other applicable laws; and an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

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

14 **(Against MEDZED, LLC, MEDZED PHYSICIAN SERVICES, INC.,**

15 **and DOES 1 through 100)**

16 132. Plaintiff SANCHEZ incorporates by reference the allegations contained in
17 paragraphs 1 through 131, and each and every part thereof with the same force and effect as
18 though fully set forth herein.

19 133. PAGA expressly establishes that any provision of the California Labor Code
20 which provides for a civil penalty to be assessed and collected by the LWDA,
21 or any of its departments, divisions, commissions, boards, agencies or
22 employees for a violation of the California Labor Code, may be recovered
23 through a civil action brought by an aggrieved employee on behalf of himself
24 or herself, and other current or former employees.

25 134. Whenever the LWDA, or any of its departments, divisions, commissions,
26 boards, agencies, or employees has discretion to assess a civil penalty, a court
27 in a civil action is authorized to exercise the same discretion, subject to the same
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limitations and conditions, to assess a civil penalty.

135. Plaintiff SANCHEZ and the other hourly-paid or non-exempt employees (“PAGA Group A”) and all salaried managers, or persons who held similar job titles and/or performed similar job duties who were misclassified as exempt (“PAGA Group B”) are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

136. Defendants’ failure to pay legally required overtime wages to Plaintiff SANCHEZ and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

137. Defendants’ failure to provide legally required meal periods to Plaintiff SANCHEZ and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

138. Defendants’ failure to provide legally required rest periods to Plaintiff SANCHEZ and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

139. Defendants’ failure to pay legally required minimum wages to Plaintiff SANCHEZ and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California

Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Complete and Accurate Wage Statements

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

Failure to Keep Complete and Accurate Payroll Records

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

Failure to Reimburse Necessary Business-Related Expenses and Costs

144. Defendants' failure to reimburse Plaintiff SANCHEZ and the other Aggrieved Employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

145. Pursuant to California Labor Code section 2699, Plaintiff SANCHEZ,

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

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

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

147. Further, Plaintiff SANCHEZ is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and

any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff SANTOS, individually, and on behalf of other members of the general public similarly situated, and Plaintiff SANCHEZ, individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SANTOS, individually, and on behalf of other members of the general public similarly situated, and Plaintiff SANCHEZ, individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff SANTOS be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff SANTOS and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

18. That the Court make an award to Plaintiff SANTOS and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff SANTOS and the other class members;

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff SANTOS and the other class members as required by California Labor Code section 1174(d);

- 1 45. For actual, consequential and incidental losses and damages, according to proof;
2 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
3 47. For such other and further relief as the Court may deem just and proper.

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

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

- 9 49. For actual, consequential and incidental losses and damages, according to proof;
10 50. For the imposition of civil penalties and/or statutory penalties;
11 51. For reasonable attorneys' fees and costs of suit incurred herein; and
12 52. For such other and further relief as the Court may deem just and proper.

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

14 53. That the Court decree, adjudge and decree that Defendants violated California
15 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff SANTOS
16 and the other class members all overtime compensation due to them, failing to provide all meal
17 and rest periods to Plaintiff SANTOS and the other class members, failing to provide compliant
18 wage statements, failing to maintain requisite payroll records , failing to pay reimburse business
19 expenses and by violating California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7,
20 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

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

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

- 27 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
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California Code of Civil Procedure section 1021.5;

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

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as all applicable Industrial Welfare Commission Wage Orders and violations of any other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the conduct alleged; and

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

Dated: December 21, 2023

LAWYERS for JUSTICE, PC

By: _____



Edwin Aiwanian
Yasmin Hosseini
Attorneys for Plaintiffs