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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CATHRYN-LUCY PRICE and MICHELLE
PONO, on behalf of herself and all others
similarly situated,

Plaintiffs,

vs.

AMN HEALTHCARE, INC.; AMN
SERVICES, LLC, and DOES 1-100,
inclusive,

Defendants.

Case No.: 37-2018-00017996-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

**STIPULATION AND [PROPOSED]
ORDER GRANTING PLAINTIFF LEAVE
TO FILE FOURTH AMENDED
COMPLAINT (in conjunction with Motion
for Preliminary Approval of Class and
PAGA Settlement) and STAY
PROCEEDINGS**

[Assigned to the Honorable Gregory W.
Pollack, Dept. C-71, Central Branch - 330
West Broadway, San Diego CA 92101]

Date: March 24, 2023

Time: 9:30 a.m.

Location: Dept. C-71 (Hon. Gregory W.
Pollack)

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Cathryn-
Lucy Price and Michelle Pono (“Plaintiffs”) and Defendants AMN Healthcare, Inc. and AMN
Services, LLC (“AMN” or “Defendants”) (Plaintiff and Defendants each a “Party” and
collectively the “Parties”) that the following Order be entered in the above-captioned matter as
follows:

I. April 11, 2018 (Original Complaint Filed/Served): WHEREAS, on April 11,
2018 Plaintiff filed a class action Complaint, captioned *Price v. AMN*, Case No. 37-2018-

00017996-CU-OE-CTL, in the San Diego County Superior Court (the “Complaint” or the “Action”).

II. May 10, 2018 (First Amended Complaint [“FAC”] Filed and Served):

WHEREAS, on May 10, 2018, Plaintiff filed and served her First Amended Complaint (“FAC”) correcting the names of the Defendants to AMN HEALTHCARE, INC. and AMN SERVICES, LLC.

III. January 7, 2019 (Stipulation re Leave to File/Serve Second Amended Complaint): WHEREAS, on January 7, 2019, the Parties filed a stipulation and proposed order allowing Plaintiff to file/serve a Second Amended Complaint (“SAC”) with the addition of a second class representative, Michelle Pono, and additional class claims/allegations related to a separate/sub-class of “Customer Account Managers”, and updated the definition of the class to include Customer Account Managers.

IV. January 10, 2019 (Order re SAC): WHEREAS, on January 10, 2019, the Court ordered the SAC be deemed filed and served as of the date of its order of January 10, 2019.

V. January 15, 2020 (Mediation): WHEREAS, the Parties scheduled mediation at JAMS San Jose with Judge Ron Sabraw (Ret.). The Mediation was unsuccessful but the Parties continued to negotiate potential settlement until the present.

VI. January 28, 2019 (Case Reassigned to Judge Gregory W. Pollack): WHEREAS, on January 28, 2019, the case was reassigned to San Diego County Superior Court Judge Gregory W. Pollack.

VII. June 25, 2021 (Stipulation and Filing/Service of Third Amended Complaint [TAC]): WHEREAS, on June 25, 2021, the Parties stipulated to and the Court ordered the filing/service of a Third Amended Complaint (TAC) related to the California Supreme Court Decision in *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 858. The TAC alleged additional facts and legal claims related to Defendant AMN’s use of the “Team Time” timekeeping system until April 26, 2015 (which overlaps with the class periods in this matter) starting April 11, 2014 for Credentialing Analysts and starting January 8, 2015 for Customer Account Managers). The California Supreme Court determined that the Team Time system of “rounding time punches for

meal periods is inconsistent with the purpose of the Labor Code provisions and the IWC wage orders” in that Team Time system would not have flagged lunch and meal period violations. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 68-69).

VIII. November 20, 2022 (Settlement Agreement): WHEREAS, after months of additional negotiations the Parties agreed upon a tentative settlement of the action pending court approval which was later memorialized in a Memorandum of Understanding (MOU) and long form Stipulation of Settlement and Release regarding class and PAGA settlement (“Settlement Agreement”) (copies of which are attached to the Declaration of Matthew S. Da Vega in Support of Motion for Preliminary Approval filed simultaneously with this stipulation).

IX. Preliminary Approval Hearing Set for March 24, 2023: WHEREAS, the Parties have agreed to the proposed class and PAGA settlement pending court approval and they and the Court have scheduled the hearing on Plaintiff’s Motion for Preliminary Approval on March 24, 2023 at 8:30 a.m. in this Court (Department C-71 [Hon. Gregory W. Pollack], San Diego County Superior Court - Central Branch - 330 West Broadway, San Diego CA 92101).

X. Addition of PAGA Claims for Settlement Purposes Only: WHEREAS in accord with the Settlement Agreement the Parties have agreed that Plaintiff may/will file a Fourth Amended Complaint (“FAC”), (in conjunction with and at the same time as the Motion for Preliminary Approval) with an 8th cause of action for PAGA violations for both putative classes. This is done so that said claims, based on the same allegations, may be settled and waived as part of the proposed California class and PAGA settlement. The Parties agree this is an “opt-out” action under the California Code of Civil Procedure that does not require an “opt-in” procedure to bind Class Members to the terms of the Settlement.

XI. At the time of the Preliminary Approval Hearing the Parties Request that the Court Grant Plaintiff Leave to File the Fourth Amended Complaint [FAC] and Deem the FAC Filed/Served for Settlement Purposes Only: WHEREAS, for settlement purposes only, and in conjunction with the filing and hearing of Plaintiff’s Motion for Preliminary Approval of Class Settlement, the Parties have agreed to stipulate to Plaintiff’s seeking leave to file the FAC, which includes the new class definition as described above.

1 Liberal Pleading Standards: Plaintiff contends that amendment is proper under California
2 authority. Courts “exercise liberality” in permitting amendments at any stage of the proceeding.
3 See Code of Civ. Proc. § 473, *Klopstock v. Superior Court*, 17 Cal.2d 13, 19 (1941); *Ramos v.*
4 *City of Santa Clara*, 35 Cal.App.3d 93, 95 (1973) (liberal amendment “of any pleading at any
5 stage of the proceedings”).

6 Fourth Amended Complaint (“FAC”): The Parties agree that permitting Plaintiff to file
7 and serve their FAC without motion practice promotes judicial economy; facilitates the proposed
8 class and PAGA settlement; and should not affect the Court’s schedule or the calendar in this
9 matter. For purposes of settlement only, Defendants do not oppose the filing of the amendment
10 but Defendants do not stipulate to and in fact disputes and denies the allegations in the FAC. A
11 red-lined copy of the FAC, showing the proposed amendments, has previously been provided to
12 Defendants prior to the filing of this Stipulation and [Proposed] Order. A copy of the draft FAC
13 is attached as **Exhibit A - Fourth Amended Complaint** to this Stipulation and [Proposed] Order,

14 Stipulation Dependent on Court Approval of Motion for Preliminary Approval of
15 Settlement: If the Court does not approve of/order preliminary approval of the Motion for
16 Preliminary Approval, or the Settlement Agreement is not approved or does not become final for
17 any reason stated in the Settlement Agreement, the Parties agree that this Stipulation will be null
18 and void, as the purpose of this Stipulation is to facilitate the proposed Class and PAGA
19 settlement that is the subject of Plaintiff’s Motion for Preliminary Approval.

20 **STIPULATION**: Accordingly, the Parties, by and through their counsel of record,
21 hereby stipulate and request that the Court order:

22 1. Plaintiff be permitted to file the attached Fourth Amended Complaint (**Exhibit A:**
23 **Fourth Amended Complaint**) in connection with the Court’s ruling on Plaintiff’s Motion for
24 Preliminary Approval; and

25 2. The attached Fourth Amended Complaint be deemed filed with this Court and
26 served on Defendants as of the date the Court signs the attached order;

27 3. As per the Motion for Preliminary Approval, if the proposed Settlement
28 Agreement is preliminarily approved, the action is stayed and suspended until further notice from

1 the Court as to all discovery and pretrial proceedings and deadlines (including the time to bring
2 the case to trial pursuant to CCP § 583.330 is further extended to April 11, 2024) except for such
3 actions as are necessary to implement the Settlement Agreement and the Preliminary and Final
4 Approval Orders. Therefore, Defendants need not answer or otherwise respond to the FAC unless
5 and until such time that stay is lifted. If and when the stay is lifted Defendants will have 30 days
6 from that date to file a responsive pleading to the FAC.

7 **IT IS SO STIPULATED.**

8
9 **DATED:** March 2, 2023

DA VEGA | FISHER | MECHTENBERG LLP

10
11 

12 By: _____
13 Matthew S. Da Vega
14 Attorneys for Plaintiffs and Class

15 **DATED:** March 2, 2023

DLA PIPER

16
17 By: 

18 Mary Dollarhide
19 Taylor Wemmer
20 Attorneys for Defendants AMN
21
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23
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1
2 **[PROPOSED] ORDER**

3 **RE**

4 **LEAVE TO FILE FOURTH AMENDED COMPLAINT**

5 **(in conjunction with Motion for Preliminary Approval of Class and PAGA Settlement)**

6 For good cause appearing the Court hereby ORDERS the following:

- 7 1. Plaintiffs are granted leave to file their Fourth Amended Complaint ("FAC");
8 2. The attached FAC shall be deemed filed with this Court and served on Defendants

9 as of the date the Court signs the this Order;

10 2. The action is stayed and suspended until further notice from the Court, as to all
11 discovery and pretrial proceedings and deadlines (including the time to bring the case to trial
12 pursuant to CCP § 583.330 is further extended to April 11, 2024) except for such actions as are
13 necessary to implement the Settlement Agreement and the Preliminary and Final Approval
14 Orders. Therefore, Defendants need not answer or otherwise respond to the FAC unless and until
15 such time the stay is lifted. If and when the stay is lifted, Defendants will have 30 days from that
16 date to file a responsive pleading to the FAC.

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____, 2023

21 _____
22 San Diego County Superior Court Judge
23
24
25
26
27
28

Price v. AMN
San Diego County Superior Court
Case No. 37-2018-00017996-CU-OE-CTL

EXHIBIT A
(4th Amended Complaint)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CATHRYN-LUCY PRICE and
MICHELLE PONO, on behalf of
themselves and all others similarly
situated,

Plaintiff,

vs.

AMN HEALTHCARE, INC.; AMN
SERVICES, LLC, and DOES 1-100,
inclusive,

Defendants.

Case No. 37-2018-00017996-CU-OE-CTL

FOURTH AMENDED CLASS ACTION
and REPRESENTATIVE

COMPLAINT FOR:

- (1) FAILURE TO PAY OVERTIME WAGES (CAL. LABOR CODE §§ 204, 510, 1194 and I.W.C. WAGE ORDERS);**
- (2) FAILURE TO PAY MINIMUM WAGE (CAL. LABOR CODE §§ 1182.12, 1194, 1197, 1197.1; and I.W.C. WAGE ORDERS);**
- (3) FAILURE TO PROVIDE MEAL BREAKS (CAL. LABOR CODE §§ 226.7, 512 and I.W.C. WAGE ORDER NO. 5-2001, 15-2001);**
- (4) FAILURE TO PROVIDE REST BREAKS (CAL. LABOR CODE § 226.7 and I.W.C. WAGE ORDERS);**
- (5) FAILURE TO FURNISH TIMELY/ACCURATE WAGE STATEMENTS (RECORD-KEEPING VIOLATIONS) (CAL LABOR CODE §§ 226, 1174);**
- (6) FAILURE TO PAY ALL WAGES DUE AT DISCHARGE IN TIMELY MANNER - “WAITING**

1 **TIME PENALTIES”) (CAL.**
2 **LABOR CODE §§ 201-203);**

3 **(7) UNLAWFUL AND/OR UNFAIR**
4 **BUSINESS PRACTICES (CAL.**
5 **BUS. & PROF. CODE §§ 17200, *et***
6 ***seq.*)(“UCL”);**

7 **(8) VIOLATION OF PRIVATE**
8 **ATTORNEY GENERAL ACTION**
9 **OF 2004 (“PAGA”)(LAB. CODE §**
10 **2698, *et seq.*)**

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs Cathryn-Lucy Price (“Price”) and Michelle Pono (“Pono”) (“Plaintiffs”),
13 file this Fourth Amended Complaint to also bring this case as a representative action for
14 recovery of penalties under California Labor Code Private Attorney General Act of 2004
15 (“PAGA”), Cal. Lab. Code § 2698, *et seq* by adding an 8th cause of action for violation of
16 PAGA, all for the purposes of and in support of the parties proposed Class and PAGA
17 Settlement. Plaintiffs will simultaneously file a Motion for Preliminary Approval of Class
18 and PAGA Settlement (“Motion for Preliminary Approval”) at the same time as this
19 Stipulation for leave to file this Fourth Amended Complaint which will be attached
20 thereto. Pursuant to California Labor Code §§ 2699.3 and 2699.5, and in furtherance of
21 proposed settlement, the Plaintiffs (aka “aggrieved employees”) shall give written notice
22 (hereinafter “PAGA Notice”) by electronic filing the Motion for Preliminary Approval
23 and supporting papers including a copy of the proposed Class and PAGA Settlement, and
24 the Stipulation regarding leave to file this Fourth Amended Complaint and a copy of this
25 Fourth Amended Complaint on the the California Labor and Workforce Development
26 Agency (“LWDA”) website on March 2, 2023. If and when the Court finally approves the
27 proposed settlement more than sixty-five (65) calendar days will have passed giving the
28 LWDA the statutory to investigate the allegations or object to the proposed settlement.
Plaintiffs bring this action on behalf of themselves and all others similarly situated (“Class
Members”), and on information and belief allege against Defendants AMN Healthcare,

1 Inc., AMN Services, LLC, (together “AMN”) and Does 1-100 (collectively
2 “Defendants”) the following:

3
4 **NATURE OF THE CASE**

5 1. This case is brought as a class action under California Code of Civil
6 Procedure (“CCP”) §382 to address Defendants’ violations of various California Labor
7 Codes, Industrial Welfare Commission (“IWC”) wage orders, and the Unfair Competition
8 Law (“UCL”). This case is also brought as a representative action for recovery of
9 penalties under the California Labor Code Private Attorney General Act of 2004
10 (“PAGA”), Cal. Lab. Code § 2698, et seq.

11 2. Plaintiff Price is a former employee of Defendants who worked as a
12 Credentialing Analysts for AMN. Plaintiff Pono is a former employee of Defendants who
13 worked as a Customer Account Manager for AMN. AMN is a medical and healthcare
14 staffing agency, specializing in nursing and physician healthcare staffing, to medical
15 facilities throughout California and the United States. Plaintiffs Price and Pono physically
16 worked at AMN’s San Diego headquarters. Plaintiffs, along with dozens of other Class
17 Members (“Class Members”), work as either (1) “Credentialing Analysts” (or similar job
18 titles with similar duties including Credentialing Analyst, Credentialing Analyst II, Senior
19 Credentialing Analyst, Credentialing Coordinator, Compliance Coordinator, Associate
20 Vendor Coordinator, Associate Vendor Credentialing Coordinator, and Data Imaging
21 Specialist) who acquire and maintain relevant compliance documentation for healthcare
22 provider candidates (generally nurses or doctors) on assignment at AMN client facilities
23 or (2) “Customer Account Managers” (or similar job titles with similar duties including
24 Customer Support Representative [previous title of Customer Account Manager], Senior
25 Customer Account Manager, Associate Customer Account Manager, Team Lead
26 Customer Support, Senior Customer Support Specialist, and Customer Support Specialist)
27 who maintain documentation/resolves issues regarding payroll, paychecks, earnings,
28 deductions, and taxation, for the healthcare provider employees of AMN.

3. Plaintiffs allege Defendants have engaged in, among other things a system

1 of willful violations of the California Labor Code, applicable IWC wage orders, and UCL.

2 4. Defendants acted intentionally and with deliberate indifference and
3 conscious disregard to their employee Class Members rights by: 1) failing to provide
4 Class Members pay for all wages earned including regular hours, overtime hours, and
5 minimum wage (Defendants required Class Members to work “off the clock” by
6 pressuring them to not report overtime work for fear of termination/lack of
7 promotion/demotion including AMN having an unwritten policy and practice whereas
8 Class Members could not regularly report over 2 hours of overtime a week on their time
9 records without adverse employment actions against them); 2) failing to provide Class
10 Members duty-free meal periods and/or duty-free rest breaks (Defendants prevented Class
11 Members from taking “duty-free meal/rest periods by either not recording meal periods
12 and/or intentionally made it appear as if the Class Members had actually taken a complete
13 duty-free meal and/or duty-free rest period when they had not), thereby failing to keep and
14 provide accurate and timely records of wages earned and other legally mandated records,
15 and thereby failed to pay Plaintiffs and Class Members whose employment has terminated
16 (voluntarily resigned or were terminated) a final payment of his or her wages in a prompt
17 and timely manner in conformity with Labor Codes §§ 201, 202, 203, 204, 216, 226,
18 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197,
19 1197.1, 1198, 1199, and other unfair and unlawful conduct in violation of the Business &
20 Professional Code §17200, et seq., and : California Labor Code §§ 2699 et seq., the
21 "Labor Code Private Attorneys Generals Act" ("PAGA")

22 5. The policies, practices and customs of Defendants described herein are also
23 violations of California Industrial Welfare Commission (I.W.C.)

24 6. The policies, practices and customs of Defendants described herein have
25 resulted in unjust enrichment of Defendants and an unfair business advantage over
26 businesses that routinely adhere to the strictures of the California Labor Code and IWC
27 wage orders, and thus violate the UCL.

28 7. **The “Class Period” for the Credentialing Analysts** is designated as the

1 time from **April 11, 2014** (4 years prior to the filing date of the original complaint on
2 April 11, 2018), through the entry of judgment, based on the allegation that the violations
3 of California’s wage and hour laws and UCL, as described herein, have been ongoing for
4 at least the four (4) years prior to the filing of the original Complaint and are continuing.

5 **The “Class Period” for the Customer Account Managers** is designated as the time
6 from **January 8, 2015** (4 years prior to the filing date of the Second Amended Complaint
7 on January 8, 2019) through the entry of judgment, based on the allegation that the
8 violations of California’s wage and hour laws and UCL, as described herein, have been
9 ongoing for at least the four (4) years prior to notice of these claims. (collectively “Class
10 Periods”)

11 8. During the relevant Class Periods, Defendants have had a standard and
12 uniform policies that violate California’s Labor Codes, I.W.C. orders, and UCL as
13 follows:

14 a. Defendants required Plaintiffs and Class Members (current and former
15 California-based AMN “Credentialing Analysts” and “Customer Account Managers”
16 working for Defendants to perform work without compensation during regular hours,
17 overtime hours, and/or paid minimum wage for said hours. On a daily basis Class
18 Members are required to perform work before and/or after their scheduled shifts without
19 pay --- in violation of Labor Code §§ 204, 510, 558, 1182.11, 1182.12, 1194, 1197,
20 1197.1, 1198, and 1199 (and I.W.C. Orders));

21 b. Defendants required Plaintiffs and Class Members to work through/during
22 their meal and/or rest breaks on a regular basis because Defendants intentional
23 understaffed and/or overworked the Class Members, failed to relieve the Class Members
24 of all their duties, did not permit Class Members a reasonable opportunity to take an
25 uninterrupted 30 minute meal break and/or 10 minute rest break, impeded/discouraged
26 them from taking said meal and/or rest breaks, and failed to provide compensation for said
27 “on-duty” meal/rest periods --- in violation of Labor Code §§ 226.7, 512 (and I.W.C.
28 Orders);

1 c. Defendants failed to provide Plaintiffs and Class Members, with accurate
2 and timely pay stubs (accurate, semi-monthly, itemized statements of the total number of
3 hours each of them worked, applicable hourly rate of pay, and/or wages earned) --- in
4 violation of Labor Code § 226; and

5 d. Defendants have willfully failed to pay Plaintiffs and Class Members
6 whose employment has terminated (voluntarily resigned or were terminated) a final
7 payment of his or her total wages in a prompt and timely manner ---- in violation of Labor
8 Codes §§ 201 - 203.

9 9. Plaintiffs, on behalf of themselves and the proposed Class(es), seek unpaid
10 compensation (including unpaid regular hours, overtime hours, minimum wages, wages
11 for missed meal and rest periods), interest thereon, waiting time penalties, penalties and
12 relief for failure to provide accurate and timely itemized statements of total hours
13 worked/wages earned, and reasonable attorneys' fees and costs, under Labor Code §§ 201,
14 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1197.1, 1199, C.C.P.
15 § 1021.5, California common law, (and I.W.C. orders).

16 10. Under California Business & Professions Code ("Cal. Bus. & Prof. Code")
17 §§ 17200, *et seq.* ("UCL"), and pursuant to class action procedures provided for in these
18 statutes, Plaintiffs, on behalf of themselves and all others similarly situated also seek
19 injunctive relief and restitution of all benefits the Defendants have received from their
20 violations, as described herein, during the relevant Class Periods.

21 **JURISDICTION AND VENUE**

22 11. **Jurisdiction:** This Court has jurisdiction over this matter pursuant to the
23 laws of the State of California including Code of Civil Procedure § 410.10. Defendants
24 own and/or lease property in San Diego County. Defendants' headquarters are located in
25 San Diego County. Defendants employ individual Class Members within San Diego
26 County and have obtained the benefits of the laws of the State of California and the
27 California labor market. Defendants regularly do business in San Diego County and have
28 employed and do employ an estimated 150+ individual Class Members in San Diego

1 County and/or California. Many of the acts, as well as the course of conduct alleged
2 herein, occurred within San Diego County. This Court has jurisdiction over Plaintiffs' and
3 Class Members' claims for failure to pay regular, overtime, and minimum wages, for
4 failure to provide required meal/rest breaks (or pay a premium in lieu thereof); for
5 penalties for failure to pay wages of discharged employees; for penalties for failure to
6 provide itemized statements of hours worked and all applicable hourly rates; and for
7 injunctive relief and restitution of ill-gotten benefits arising from Defendants' unlawful
8 business practices.

9 12. **Venue:** Venue is proper in this county pursuant to California Code of
10 Civil Procedure §§395(a) and/or 395.5. Defendants are corporations headquartered in San
11 Diego County, transacts business in San Diego County, and may be found within San
12 Diego County. Many of the unlawful acts, as well as the course of conduct alleged herein,
13 occurred in San Diego County. Defendants maintain offices, transact business, have
14 agents, and employ numerous Class Members in San Diego County (estimated at 100 or
15 more current and former AMN Credentialing Analysts and/or Customer Account Manager
16 in California during the Class Periods), and are otherwise within this Court's jurisdiction
17 for purposes of service of process. The unlawful acts alleged herein have had a direct
18 effect on Plaintiffs and those similarly situated within the State of California and within
19 San Diego County.

20 **THE PARTIES**

21 13. **Plaintiff Cathryn-Lucy Price:** Price is a single 22-year-old adult female
22 and current resident of Fremont in Alameda County. From approximately August 2016
23 to February 8, 2018 Plaintiff worked at the AMN headquarters located in San Diego, CA
24 as a Credentialing Analysts in the Credentialing Department. Defendants classified Price,
25 and other Class Members, as non-exempt hourly employees. Price's hourly rate was
26 \$21.48/hr. While at AMN, Plaintiff and other Class Members would typically work 5+
27 days a week, from 8 to 10+ hours a day but were required/pressured to "clock out" and
28 not report all of the hours they were working including numerous overtime hours per

1 week and were therefore required to work “off the clock” despite being hourly paid
2 employees. AMN had/has an unwritten policy and practice whereas Class Members could
3 not regularly report over 2 hours of overtime a week on their time records, despite having
4 worked over 2 hours of overtime, without adverse employment actions against them.
5 Class Members were required to work significant hours “off the clock” (more than 2 hours
6 a week) to keep up with the work load/metrics that the Defendants set. Plaintiff was told
7 by her managers/leads that “this is how it is” as the Class Members were required to work
8 significant hours “off the clock” to keep up with the work load/metrics that the
9 Defendants set. Further Plaintiff and other Class Members were not permitted duty-free
10 meal and/or rest breaks and were required to work during such on a daily basis often
11 eating while performing work. Class Members each day are/were required to work at “off
12 the clock” and work during meal and/or rest breaks. Plaintiff estimates she and other
13 Class Members were denied duty-free meal and/or rest breaks almost every day of work.

14 **14. Plaintiff Michelle Pono:** Pono is a married 35-year old adult female and
15 current resident of Le Mesa, CA in San Diego County. From approximately June 6, 2012
16 until April 8, 2017 [with short period away from June 2014 to December 2014] Plaintiff
17 worked for AMN in San Diego, CA as a Customer Account Manager (f.k.a. Customer
18 Support Representative) and Team Lead in the Customer Service Department.
19 Defendants classified Pono and other Class Members, as non-exempt hourly employees.
20 Pono’s hourly rate was \$23.63/hr. While at AMN, Plaintiff and other Class Members
21 would typically work 5+ days a week, from 8 to 10+ hours a day but were
22 required/pressured to “clock out” and not report all of the hours they were working
23 including numerous overtime hours per week and were therefore required to work “off the
24 clock” despite being hourly paid employees. AMN had/has an unwritten policy and
25 practice whereas Class Members could not regularly report over 2 hours of overtime a
26 week on their time records, despite having worked over 2 hours of overtime, without
27 adverse employment actions against them. Class Members were required to work
28 significant hours “off the clock” (more than 2 hours a week) to keep up with the work

1 load/metrics that the Defendants set. Further Plaintiff and other Class Members were not
2 permitted duty-free meal and/or rest breaks and were required to work during such on a
3 daily basis often eating while performing work. Class Members each day are/were
4 required to work at “off the clock” and work during meal and/or rest breaks. Plaintiff
5 estimates she and other Class Members were denied duty-free meal and/or rest breaks
6 almost every day of work.

7 **15. Defendant AMN Healthcare, Inc. (“AMN Healthcare, Inc.”):** At all
8 relevant times, Defendant AMN Healthcare was and is a corporation organized under the
9 laws of the State of Nevada, and authorized and qualified to do business in San Diego
10 County. AMN Healthcare, Inc., founded in 1985, provides healthcare staffing for
11 hospitals and other facilities in California and in the United States. Healthcare
12 professionals ranging from surgical nurses, dialysis technicians and physicians in a variety
13 of specialties are placed in both temporary and permanent positions at a variety of sites
14 including hospitals, clinics, and pharmacies. AMN Healthcare Services is headquartered
15 in San Diego, California (12400 High Bluff Dr., Ste. 100, San Diego, CA 92130). AMN
16 Healthcare has and currently employs over 200 Class members (“Credentialing Analysts”
17 and/or “Customer Account Managers”) in California. Plaintiffs allege that the practices
18 and policies that are complained of in this Complaint have been occurring throughout the
19 Class Periods and are currently applied by AMN Healthcare in California. AMN
20 Healthcare is, and at all relevant times has been, an employer subject to the California
21 Labor Code. AMN Healthcare is the parent company/managing company of Defendant
22 AMN Services, LLC.

23 **16. Defendant AMN Services, LLC (“AMN Services”)** At all relevant
24 times, Defendant AMN Services was and is a corporation organized under the laws of the
25 State of North Carolina, and authorized and qualified to do business in San Diego County.
26 AMN Services, provides healthcare staffing for hospitals and other facilities in California
27 and in the United States. Healthcare professionals ranging from surgical nurses, dialysis
28 technicians and physicians in a variety of specialties are placed in both temporary and

1 permanent positions at a variety of sites including hospitals, clinics, and pharmacies.
2 AMN Services Services is headquartered in San Diego, California (12400 High Bluff Dr.,
3 Ste. 100, San Diego, CA 92130) (the same address as Defendant AMN Healthcare). AMN
4 Services has and currently employs over 200 Class members in California. Plaintiffs
5 allege that the practices and policies that are complained of in this Complaint have been
6 occurring throughout the Class Periods and are currently applied by AMN Services in
7 California. AMN Services is, and at all relevant times has been, an employer subject to
8 the California Labor Code. AMN Services is listed on Plaintiff's paystubs as her
9 employer.

10 **FICTITIOUS DEFENDANTS**

11 17. Defendants Does 1-100, inclusive, are sued herein under fictitious names.
12 Their true names and capacities are unknown to Plaintiffs at this time. When their true
13 names and capacities are ascertained, Plaintiffs will amend this Complaint by inserting
14 their true names and capacities. Plaintiffs are informed and believe, and thereon allege
15 that each of the fictitiously named Defendants is responsible in some manner for the
16 occurrences alleged herein and that Plaintiffs' and the proposed Class Members' damages
17 and penalties alleged herein were proximately caused by such Defendants.

18 **AGENCY**

19 18. Plaintiffs are informed, believe, and thereon allege that each of the
20 Defendants herein was, at all times relevant in this action, the agent, employee,
21 representing partner, and/or joint venture of the remaining Defendants and was acting
22 within the course and scope of that relationship. Plaintiffs are further informed, believe,
23 and thereon allege that each of the Defendants herein gave consent to, ratified, and
24 authorized the acts alleged herein to the remaining Defendants.

25 **CLASS ACTION ALLEGATIONS**

26 19. Plaintiffs bring this action individually and as a class action on behalf of
27 opt-out classes (the "Class") defined as follows:
28

1 **All current and former California based non-exempt employees**
2 **who worked for Defendants as Credentialing Analysts from**
3 **April 11, 2014 until the entry of judgment, and/or Customer**
4 **Account Managers from January 8, 2015 until the entry of**
5 **judgment.**

6 20. Plaintiffs believe this includes, but is not limited to, Defendants' employees
7 working as: (1) "AMN Credentialing Analysts" and/or variants of Credentialing Analysts
8 (including but not limited to Credentialing Analysts, Credentialing Analyst II, Senior
9 Credentialing Analyst, Credentialing Coordinator, Compliance Coordinator, Associate
10 Vendor Coordinators, Associate Vendor Credentialing Coordinator, and Data Imaging
11 Specialist) as their specific titles may have changed over time; and/or (2) "Customer
12 Account Managers" and/or variants of Customer Account Managers (including but not
13 limited to Customer Support Representative [previous title of Customer Account
14 Manager], Senior Customer Account Manager, Associate Customer Account Manager,
15 Team Lead Customer Support, Senior Customer Support Specialist, and Customer
16 Support Specialist) as their specific titles may have changed over time. Plaintiffs reserve
17 the right under Rule 3.765(b), California Rules of Court, to amend or modify the class
18 description with greater specificity or further division into a subclasses or limitations to
19 particular issues.

20 21. In addition and/or in the alternative to, Plaintiffs propose the following
21 subclasses:

22 a.) **Credentialing Analyst Subclass:** All current and former California
23 based non-exempt employees who worked for Defendants as Credentialing Analysts from
24 April 11, 2014 until the entry of judgment.

25 b.) **Customer Account Manager Subclass:** All current and former
26 California based non-exempt employees who worked for Defendants as Customer
27 Account Managers from January 8, 2015 until the entry of judgment.

28 22. Plaintiffs are members of the proposed class(es) and representatives of
29 other Class Members and are acting on behalf of their interests.

30 23. The Plaintiffs and Class Members assert the following claims:

1 a. Plaintiffs and Class members were not paid for all hours work including
2 regular hours, overtime hours, and/or minimum wage for said hours worked as required by
3 California Labor Code §§ 204, 510, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, and
4 1199 and I.W.C. Orders;

5 b. Plaintiffs and Class members were not provided duty-free meal breaks (or
6 paid in lieu thereof) as required by California Labor Code §§226.7; 512 and I.W.C.
7 Orders;

8 c. Plaintiffs and Class members were not provided duty-free rest breaks (or
9 paid in lieu thereof) as required by Labor Code §226.7 and I.W.C. Orders;

10 d. Plaintiffs and Class members were not paid upon their separation from
11 employment with Defendants as required by Labor Code §§ 201 - 203;

12 e. Plaintiffs and Class members did not receive pay stubs in conformity with
13 Labor Code §226;

14 24. This action is brought, and may properly be maintained, as a class action
15 pursuant to California Code of Civil Procedure §382 (and the analogous provisions of
16 Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)) as to violations of California
17 Labor Codes, I.W.C. Wage Orders, and UCL for unpaid regular hours worked, overtime
18 hours worked, and/or minimum pay for said hours, wages for missed meal and rest break
19 violations, waiting time penalties, failure to furnish timely, itemized wage statements, and
20 attorneys' fees and costs. The similarly situated employees are known to Defendants and
21 are readily identifiable and locatable through Defendants' own employment records. There
22 is a well-defined community of interest in the litigation, and the proposed class is easily
23 ascertainable. As described below, this action also satisfies the numerosity, commonality,
24 predominance, typicality, adequacy, and superiority requirements of these provisions.

25 **Numerosity:**

26 25. A class action is the only available method for the fair and efficient
27 adjudication of this controversy. Although the exact number and identities of all Class
28 Members are unknown to Plaintiffs at this time and can only be ascertained through

1 appropriate discovery, Plaintiffs are informed and believe that the Class includes at least
2 200 persons. On information and belief, therefore, Plaintiffs allege that the members of
3 the Class are so numerous that joinder of all members is impractical, if not impossible.
4 Membership in the Class will be determined upon analysis of, *inter alia*, employee and
5 payroll records maintained by Defendants.

6 **Commonality and Predominance:**

7 26. The Plaintiffs and the Class(es) share a community of interest because
8 there are numerous common issues of fact and law that predominate over any questions
9 and issues solely affecting individual members. Such common factual and legal issues
10 include, but are not limited to, the following:

11 a. Whether Defendants knowingly and willfully violated Labor Code §§ 204,
12 510, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, and 1199, by failing to pay wages for
13 regular hours worked, overtime hours worked, and/or minimum wage for said hours, to
14 Plaintiffs and Class Members;

15 b. Whether Defendants violated Labor Code §§226.7, 512 by failing to
16 provide duty-free meal breaks (or one additional hour of pay in lieu thereof) to Plaintiffs
17 and Class Members;

18 c. Whether Defendants violated Labor Code §226.7 by failing to provide
19 duty-free rest breaks (or one additional hour of pay in lieu thereof) to Plaintiffs and Class
20 Members;

21 d. Whether Defendants violated Labor Code §§226 and 1174 by failing to
22 keep accurate records of Plaintiffs and Class Members' hours of work;

23 e. Whether Defendants violated Labor Code §§201, 202, 203 by failing to
24 pay all wages due and owing at the time that certain Plaintiffs' and Class Members'
25 employment with Defendants terminated;

26 f. Whether former employees are entitled to "waiting time" penalties
27 pursuant to Labor Code §203;
28

1 g. Whether Defendants various violation of the Labor Code, described above,
2 serve as a predicate violations of Business & Professions Code §§17200, *et seq.* (“UCL”).

3 **Typicality:**

4 27. Plaintiffs’ claims are typical of the claims of the Class. Plaintiffs and all
5 members of the Class sustained injuries and damages arising out of, and caused by,
6 Defendants’ common course of conduct in violation of law as alleged herein.

7 **Adequacy of Representation:**

8 28. Plaintiffs are adequate representatives of the Class in that Plaintiffs have
9 the same interests in the litigation of this case as the Class Members as they include
10 current and former Class Members at Defendants. Plaintiffs are committed to vigorous
11 prosecution of this case and have retained competent counsel who is experienced in class
12 actions and wage and hour litigation of this nature. Plaintiffs are not subject to any
13 individual defenses different from those conceivably applicable to the Class as a whole.

14 **Superiority of Class Action:**

15 29. A class action is superior to other available methods for the fair and
16 efficient adjudication of this controversy because individual litigation of the claims of all
17 Class Members is impractical.

18 30. The California Labor Code and Wage Order provisions upon which
19 Plaintiffs and Class Members assert these claims are broadly remedial in nature. These
20 laws and labor standards serve an important public interest in establishing minimum
21 working conditions and standards in California. These laws and labor standards protect
22 the average working employee from exploitation by employers who may seek to take
23 advantage of superior economic and bargaining power in setting onerous terms and
24 conditions of employment.

25 31. The nature of this action and the format of laws available to Plaintiffs and
26 members of the class identified herein make the class action format a particularly efficient
27 and appropriate procedure to redress the wrongs alleged herein. If each employee were
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1 required to file an individual lawsuit, the corporate Defendants would necessarily gain an
2 unconscionable advantage since they would be able to exploit and overwhelm the limited
3 resources of each individual class member with their vastly superior financial and legal
4 resources. Requiring each class member to pursue an individual remedy would also
5 discourage the assertion of lawful claims by employees who would be disinclined to file
6 an action against their current or former employer for real and justifiable fear of retaliation
7 and permanent damage to their careers at subsequent employment.

8 32. Even if every Class Member could afford individual litigation, the court
9 system could not. It would be unduly burdensome to the courts in which individual
10 litigation of numerous cases would proceed. Individualized litigation would also present
11 the potential for varying, inconsistent, or contradictory judgments and would magnify the
12 delay and expense to all parties and to the court system resulting from multiple trials of
13 the same complex factual issues. By contrast, the conduct of this action as a class action,
14 with respect to some or all of the issues presented herein, presents fewer management
15 difficulties, conserves the resources of the parties and the court system, and protects the
16 rights of each Class Member. Plaintiffs anticipate no management difficulties in this
17 litigation.

18 33. Further, the Defendants have also acted, or have refused to act, in respects
19 generally applicable to the Class, thereby making appropriate relief with regard to the
20 members of the Class as a whole, as requested herein.

21 **COMMON FACTUAL ALLEGATIONS**

22 34. Plaintiffs are informed and believes and based thereon allege the following:

23 35. Defendants have for years: 1) failed to pay Class Members for work
24 performed including regular hours, overtime hours, and/or minimum wage for said hours
25 worked; 2) failed to provide Class Members the opportunity to take duty-free meal
26 periods/rest breaks (or pay premiums for failure to provide duty-free meal periods/rest
27 breaks); 3) failed to provide Class Members accurate and timely wage statements; and 4)
28

1 failed to pay numerous Class Members all wages due upon termination; thereby enjoying
2 a significant competitive edge over their competitors.

3 36. Defendants have and had a consistent and uniform policy, practice and
4 procedure of willfully failing to comply with California's wage and hour laws, I.W.C
5 orders and UCL as described herein.

6 37. Class Members work for Defendants as Credentialing Analysts and/or
7 Customer Account Managers, or variants of thereof with the same or similar job titles and
8 duties.

9 38. Credentialing Analysts acquire and maintain relevant compliance
10 documentation for healthcare provider candidates (doctors, nurses, technicians) on
11 assignment with client facilities. Credentialing Analysts review healthcare providers'
12 submitted requirements including licensure, certifications, screens and other critical
13 documents using AMIE system to determine HP document status versus requirements
14 needed for specific assignment in order to pursue outstanding requirements. Credentialing
15 Analysts encourage timely and accurate document submission by establishing target dates
16 and monitoring document submission progress in order to deliver comprehensive
17 documentation to the client facility for an on-time assignment start date. Credentialing
18 Analysts work in AMN's Credentialing Department. The position does not require a
19 college education.

20 39. Customer Account Managers acquire and maintain documentation, and
21 resolve issues, related to payroll, paychecks, earnings, deductions, taxation, for the
22 healthcare provider employees of AMN. Customer Account Managers work in AMN's
23 Customer Service Department. The position does not require a college education.

24 40. **Regular Time, Overtime, and Minimum Wage Violations:** Plaintiffs
25 and Class Members are current and former persons employed by Defendants as Class
26 Members providing services for Defendants. Class Members were hired by Defendants as
27 non-exempt employees and paid an hourly rate (typically \$18 to 24/hr. or above).
28

1 Defendants' policy and practice is to knowingly require Class Members to work prior to
2 and/or after their scheduled shifts without compensation (i.e. requiring them to work "off
3 the clock" to meet metrics set by Defendants). Defendants did not pay Class Members for
4 all overtime hours worked and maintained an unwritten policy and practice discouraging
5 the reporting of all overtime hours beyond 2 hours a week per Class Member. On
6 information and belief, Plaintiffs estimate that most Class Members typically worked 50
7 to 60 hours a week but were not permitted to report all of those overtime hours. Therefore
8 Defendants fail to provide compensation for numerous hours each day to Class Members
9 providing said pre/post shift work. Therefore, Plaintiffs and Class Members are entitled
10 to recover wages and/or penalties as provided by Labor Code §§ 204, 510, 558, 1182.11,
11 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and applicable IWC Wage Orders.

12 41. **Meal and Rest Break Violations:** Defendants' practices and policies
13 regarding meal and rest breaks as described herein, resulted in the systemic and uniform
14 failure to provide Plaintiffs and Class Members with meal and/or rest breaks as required
15 by Labor Code § 226.7, Labor Code § 512. Defendants have failed to provide Plaintiffs
16 and Class Members with a full 30-minute duty-free meal period for each workday. When
17 Plaintiffs and other Class Members were not provided duty-free and/or on-time meal
18 periods they were not provided with an additional hours pay as required by California
19 Labor Codes.

20 42. Defendants have also failed to provide Plaintiffs and Class Members duty-
21 free rest periods based on the total hours worked daily at the rate of ten (10) minutes net
22 rest time per four (4) hours or major fraction thereof. When Plaintiffs and Class Members
23 were not provided their duty-free rest periods they were not provided with additional
24 compensation pursuant to Labor Code § 226.7. Defendants intentionally and knowingly
25 understaffed, overworked, and required Class Members to work through and/or during
26 meal and/or rest breaks and by also delaying the taking of such meal and/or rest breaks
27 past the legally required times. Plaintiffs estimate that they, and other Class Members at
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1 Defendants, would typically be required to work through/during and/or be delayed in
2 taking numerous meal periods and rest breaks each week on an almost daily basis.
3 Further, Defendants' management would intentional not keep records and/or alter records
4 so as to indicate that Class Members were not working overtime (when in fact the Class
5 Members were working uncompensated regular time/overtime) and/or taking their duty-
6 free meal and/or rest breaks at the legally appropriate time (when in fact the Class
7 Members were required to work through/during the meal/rest break and/or were taking
8 them late).

9 43. Therefore, Plaintiffs and Class Members are entitled to recover wages
10 and/or penalties as provided by Labor Code § 558 and applicable IWC Wage Orders.
11 Since Defendants required these employees to work during meal periods in violation of
12 Labor Code § 226.7, these current and/or former aggrieved employees seek wages of one
13 additional hour of pay as permitted by Labor Code § 226.7(c) as well as all available
14 penalties as set forth in Labor Code § 2699(f).

15 44. Further, Plaintiffs and Class Members were also at all times entitled to rest
16 breaks as authorized and permitted by applicable I.W.C. Wage Order. Defendants failed to
17 authorize or permit rest breaks as required by Labor Code § 226.7, Labor Code § 512, and
18 I.W.C. Orders. Therefore, Plaintiff, on behalf of the Class Members, seeks recovery of
19 wages and/or penalties as provided by Labor Code § 558 and applicable IWC Wage
20 Orders. Because Defendants required its employees to work during rest periods in
21 violation of Labor Code § 226.7, Plaintiffs and Class Members also seeks wages of one
22 additional hour of pay as permitted by Labor Code § 226.7(c) as well as all available
23 penalties as set forth in Labor Code § 2699(f).

24 45. Plaintiffs estimate, based on observation and conversations with Class
25 Members at Defendants, that typically Class Members were not provided the opportunity
26 for duty-free meal periods 4 to 5 times a week and/or duty-free rest breaks 4 to 5 times a
27 week, including taking such meal periods after the 5th hour and lack of or late second meal
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1 period on shifts longer than 10 hours. Further, Defendants were not accurately keeping
2 track of Class Members meal/rest breaks periods and in fact falsified such records.
3 Defendants despite knowing that the employees were not provided their duty-free meal
4 periods/rest breaks the Class Members were not being paid an additional hours wage for
5 the rest/meal periods.

6 46. Defendants' uniform failure to allow duty-free rest and/or meal periods to
7 these employees during their workday and other derivative claims were done with a
8 systematic policy of nonpayment of an additional one-hour's wage per day per violation at
9 the Class Members' regular rate of pay, or alternatively, premium compensation, if
10 applicable. Defendants' failure to provide such compensation in lieu of meal periods or
11 rest breaks violated Labor Code §§ 204 and 204(b), such that penalties are recoverable as
12 set forth in Labor Code § 210 and/or § 1194, et.seq

13 47. **"Team Time" Time Record Keeping System:** Until April 26, 2015,
14 (which overlaps with the class periods in this matter — starting April 11, 2014 for
15 Credentialing Analysts and — starting January 8, 2015 for Customer Account
16 Managers), AMN used an electronic timekeeping system called "Team Time" to track its
17 employees' (including Class Members), compensable time. Employees used their work
18 desktop computers to punch in and out of Team Time, including at the beginning of the
19 day, at the beginning of lunch, at the end of lunch, and at the end of the day. Team Time
20 rounded the time punches to the nearest 10-minute increment. For example, if an
21 employee clocked out for lunch at 11:02 a.m. and clocked in after lunch at 11:25 a.m.,
22 Team Time would have recorded the time punches as 11:00 a.m. and 11:30 a.m. Although
23 the actual meal period was 23 minutes, Team Time would have recorded the meal period
24 as 30 minutes. Similarly, if an employee clocked in for work at 6:59 a.m. and clocked out
25 for lunch at 12:04 p.m., Team Time would have rounded the time punches to 7:00 a.m.
26 and 12:00 p.m. In that case, the actual meal period started after five hours and five
27 minutes of work, but Team Time would have recorded the meal period as starting after
28

1 exactly five hours of work. AMN also used Team Time to manage potentially
2 noncompliant meal periods. Before September 2012, whenever Team Time records
3 showed a missed meal period, a meal period shorter than 30 minutes, or a meal period
4 taken after five hours of work, AMN assumed there had been a meal period violation and
5 paid the employee a premium wage. In September 2012, AMN added a feature to Team
6 Time to comply with the meal period requirements articulated in *Brinker Restaurant*
7 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004 (*Brinker*): When an employee recorded a
8 missed, short, or delayed meal period, a dropdown menu would appear on Team Time.
9 The dropdown menu prompted the employee to choose one of three options: (1) “I was
10 provided an opportunity to take a 30 min break before the end of my 5th hour of work but
11 chose not to”; (2) “I was provided an opportunity to take a 30 min break before the end of
12 my 5th hour of work but chose to take a shorter/later break”; (3) “I was not provided an
13 opportunity to take a 30 min break before the end of my 5th hour of work.” The employee
14 was required to choose an option before submitting his or her timesheet at the end of the
15 pay period. If the employee chose the first or second option, then AMN assumed the
16 employee was provided with a compliant meal period but voluntarily chose not to take
17 one, and the employee did not receive premium pay for a meal period violation. If the
18 employee chose the third option, then AMN assumed there had been a meal period
19 violation and paid the employee a premium wage. In addition, at the end of each biweekly
20 pay period, employees were required to sign a certification statement: “By submitting this
21 timesheet, I am certifying that I have reviewed the time entries I made and confirm they
22 are true and accurate. I am also confirming that . . . I was provided the opportunity to take
23 all meal breaks to which I was entitled, or, if not, I have reported on this timesheet that I
24 was not provided the opportunity to take all such meal breaks” AMN relied on the
25 rounded time punches generated by Team Time to determine whether a meal period was
26 short or delayed. Consider the example above, where a 23-minute lunch starting at 11:02
27 a.m. and ending at 11:25 a.m. was recorded on Team Time as a 30-minute lunch starting
28

1 at 11:00 a.m. and ending at 11:30 a.m. Before September 2012, AMN would not have
2 paid a premium wage for this lunch because it would have appeared as a full 30-minute
3 meal period in the Team Time records. Similarly, after September 2012, the dropdown
4 menu would not have been triggered for this lunch because it would have appeared as a
5 compliant meal period on Team Time. In other words, Team Time would not have
6 prompted the employee taking the lunch to indicate whether there had been a meal period
7 violation.

8 48. The practice of rounding time punches for meal periods is inconsistent with
9 the purpose of the Labor Code provisions and the IWC wage order. The text of Labor
10 Code section 512 and Wage Order No. 4 sets precise time requirements for meal periods.
11 Each meal period must be “not less than 30 minutes,” and no employee shall work “more
12 than five hours per day” or “more than 10 hours per day” without being provided with a
13 meal period. (Lab. Code, § 512, subd. (a); accord, Wage Order No. 4, § 11(A) [“No
14 employer shall employ any person for a work period of more than five (5) hours without a
15 meal period of not less than 30 minutes”]; These provisions speak directly to the
16 calculation of time for meal period purposes. The precision of the time requirements set
17 out in Labor Code section 512 and Wage Order No. 4 — “not less than 30 minutes” and
18 “five hours per day” or “ten hours per day” — is at odds with the imprecise calculations
19 that rounding involves. Given the relatively short length of a 30-minute meal period, the
20 potential incursion that might result from rounding is significant. Small rounding errors
21 can amount to a significant infringement on an employee's right to a 30-minute meal
22 period. The premium pay structure under Labor Code section 226.7 and Wage Order No.
23 4 confirms that rounding is inappropriate in the meal period context. In general, premium
24 pay serves the dual purposes of compensating employees for their injuries and
25 incentivizing employers to comply with labor standards. In the meal period context, an
26 employee receives the full amount of premium pay — one additional hour of pay at the
27 employee's regular rate of compensation for each workday that the meal period is not
28

1 provided — regardless of the extent of the violation. (Lab. Code, § 226.7, subd. (c); Wage
2 Order No. 4, § 11(B).) In other words, whether an employer provides a shortened meal
3 period or no meal period at all, the employee receives one additional hour of pay. The
4 premise of this approach is that even relatively minor infringements on meal periods can
5 cause substantial burdens to the employee. Forcing employees to work through their meal
6 periods not only causes economic burdens in the form of extra work but also noneconomic
7 burdens on the employees’ health, safety, and well-being. A premium pay scheme that
8 discourages employers from infringing on meal periods by even a few minutes cannot be
9 reconciled with a policy that counts those minutes as negligible rounding errors. The
10 Team Time system could have kept track of potentially noncompliant meal periods using
11 those unrounded time punches instead of rounding the punches to the nearest 10-minute
12 increment. AMN had Team Time actually take the extra step of converting the unrounded
13 time punches to rounded ones. AMN eventually switched to Ultipro a new timekeeping
14 system that does not round time punches, although AMN continue to violate California’s
15 meal/rest period laws anyway, as described herein.

16 **49. Wage Statement Violations:** Defendants’ practices and policies,
17 including the use of “Team Time”, as described above, resulted in the systemic and
18 uniform failure to provide timely and/or accurate wage statements in violation of Labor
19 Code §§ 226, 226.3, and 1174. Despite knowledge of Plaintiffs’ and Class Members’
20 entitlement to additional pay for hours worked pre and post normal shift times (including
21 regular hours, overtime hours, and minimum wage) and failure to provide a duty-free/on-
22 time meal periods and/or rest breaks, Defendants have violated California Labor Code
23 §1174 by failing to provide or require the use, maintenance, or submission of accurate
24 time records by members of the Class. Defendants failed to take appropriate steps to
25 correct its mistakes. As described above, Class Members’ pay-stubs did not accurately
26 reflect all of the hours worked and correct pay rates, including work performed during
27 meal periods and/or rest breaks, and Defendants did not provide those employees payment
28

1 of an additional hour(s) of pay at the employee's/Class Member's regular rate for each
2 duty-free meal period and/or rest break that was not provided. Defendants' failure to
3 provide Plaintiffs and Class Members with timely and/or accurate, semi-monthly itemized
4 statements were done knowingly and intentionally.

5 **50. Wages Owed Upon Separation/Termination Violations:** Defendants'
6 practices and policies resulted in the systemic and uniform failure to provide Plaintiffs and
7 some Class Members, upon termination or separation, the total wages they were owed.
8 Plaintiffs and Class Member's employees who quit, were laid off, or were terminated were
9 not paid the wages owed them in accord with Labor Code §§ 201, 202, 203, 206, 226.7,
10 512, and 1174.

11 **51.** As a direct and proximate result of Defendants' unlawful conduct, as set
12 forth herein, Plaintiffs and the Class Members have sustained damages, including for the
13 lack of pay for all hours worked (including regular hours, overtime hours, and/or
14 minimum wage for said hours), wages for failure to provide duty-free/on-time meal
15 periods and/or rest breaks and loss of interest on those wages, in an amount to be
16 established at trial. As a further direct and proximate result of Defendants' unlawful
17 conduct, as set forth herein, many Class Members herein are entitled to recover "waiting
18 time" penalties and penalties for failure to provide accurate and timely semi-monthly
19 statements, all in amounts to be established at trial. Plaintiffs and the Class Members are
20 also entitled to recover prejudgment interest, attorneys' fees and costs, pursuant to statute.

21 **CAUSES OF ACTION**

22 23 **FIRST CAUSE OF ACTION** 24 **FAILURE TO PAY OVERTIME WAGES** 25 **(Labor Code §§ 204, 510, 1194, 1199)** 26 **(Plaintiffs Against All Defendants and Does 1-100)**

27 **52.** Plaintiffs incorporate by reference in this cause of action each allegation of
28 all of the foregoing paragraphs as if fully restated herein, and further allege against
Defendants and Does 1-100, and each of them, as follows:

1 53. During the Class Periods Plaintiffs and Class Members often worked in
2 excess of 8 hours in a work day and/or 40 hours in a work week without compensation in
3 violation of Labor Code §510. The precise number of hours will be proven at trial.

4 54. On information and belief, at all relative times, Defendants were aware of,
5 and were under a duty to comply with, various provisions of the California Labor Code.
6 These provisions include

7 a. Labor Code § 510: “Eight hours of labor constitutes a day’s work. Any
8 work in excess of eight hours in one workday and any work in excess of 40 hours
9 in any one workweek and the first eight hours worked on the seventh day or work
10 in any one workweek shall be compensated at the rate of no less than one and one-
11 half times the regular rate of pay for an employee . . .”

12 b. Labor Code § 1194: “Notwithstanding any agreement to work for a lesser
13 wage, any employee receiving less than . . . the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this . . . overtime compensation, including interest
16 thereon, reasonable attorney’s fees, and costs of suit.”

17 c. Labor Code § 1198: “The maximum hours of work and the standard
18 conditions of labor fixed by the commission shall be the maximum hours of work
19 and the standard conditions of labor for employees. The employment of any
20 employee for longer hours than those fixed by the order or under conditions of
21 labor prohibited by the order is unlawful.”

22 d. Labor Code § 1199: “Every employer or other person acting either
23 individually or as an officer, agent, or employee of another person is guilty of a
24 misdemeanor and is punishable by a fine of not less than one hundred dollars
25 (\$100) or by imprisonment for not less than 30 days, or by both, who does any of
26 the following: (a) Requires or causes any employee to work for longer hours than
27 those fixed, or under conditions of labor prohibited by an order of the
28

1 commission . . . [or] (c) Violates or refuses or neglects to comply with any
2 provision of this chapter or any order of the commission.”

3 55. By refusing to compensate Plaintiffs and the Class Members for overtime
4 wages earned, Defendants violated and continue to violate those California Labor Codes
5 and I.W.C. wage orders, including Labor Code §§ 204, 510, 1194, 1198, 1199 and Wage
6 Orders 5-2001, 15-2001).

7 56. As a direct and proximate result of Defendants’ unlawful conduct, as set
8 forth herein, Plaintiffs and the Class Members have sustained damages, including loss of
9 earnings for unpaid hours of overtime worked on behalf of Defendants in an amount to be
10 established at trial. As a further direct and proximate result of Defendants’ unlawful
11 conduct, as set forth herein, Plaintiffs and Class Members are entitled to recover interest
12 on the overtime wages earned but not paid, at a rate of 10% per year, as well as attorneys’
13 fees and costs per Labor Code §§ 218.5, 218.6, and 1194, and the assessment of any other
14 statutory penalties provided by the Labor Code.

15
16 **SECOND CAUSE OF ACTION**
17 **FAILURE TO PAY MINIMUM WAGE**
18 **(Labor Code §§ 1182.12, 1194, 1197, 1197.1;)**
19 **(Plaintiffs Against All Defendants and Does 1-100)**

20 57. Plaintiffs incorporate by reference in this cause of action each allegation of
21 all of the foregoing paragraphs as if fully restated herein, and further allege against
22 Defendants and Does 1-100, and each of them, as follows:

23 58. Labor Code §§ 1182.12, 1194, 1197 and 1197.1 (and I.W.C. Wage Orders
24 5-2001 and 15-2001, establish and protect the right of employees in California to receive
25 minimum wages for their work, in amounts set by California law. The applicable
26 minimum wage in California during the Class Periods has been \$8/hr. from the beginning
27 of Class Periods until June 30, 2014, \$9/hr. from July 1, 2014 to Jan. 1, 2016, and \$10/hr.
28 from Jan. 1, 2016 on.

59. At all relevant times, Defendants failed to pay Plaintiffs and Class

Members the applicable minimum wage for all hours worked due to its failure to compensate Plaintiffs and Class Members for all work performed, specifically for work performed pre and post scheduled shifts and/or during meal and/or rest breaks, and by requiring Class Members to perform work prior to and after regular scheduled shifts.

60. As a direct and proximate result of the Defendants' unlawful conduct, Plaintiffs and Class Members have been deprived of their minimum wages in an amount to be proven at trial, and are entitled to recover such amounts, plus interest and penalties thereon, attorney's fees and costs, under Labor Code §§ 218.5, 218.6, 558, 1182.12, 1194, 1194.2, 1197.1, I.W.C. Wage Orders 5-2000 and 5-7 2001, and are entitled to injunctive relief.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MANDATED MEAL PERIODS
(Labor Code §§ 226.7, 512)
(Plaintiffs Against All Defendants and Does 1-100)

61. Plaintiffs incorporate by reference in this cause of action each allegation of all of the foregoing paragraphs as if fully restated herein, and further allege against Defendants and Does 1-100, and each of them, as follows:

62. Plaintiffs and Class Members regularly work in excess of five (5) hours per day without being afforded a duty-free meal period of not less than 30 minutes as required by Labor Code §§ 226.7, 512 and I.W.C Wage Orders 5-1001, 15-2001.

63. California Labor Code § 512 provides that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than 30 minutes.

64. Furthermore, California Labor Code § 226.7 provides that:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of

1 compensation for each work day that the meal or rest period is not
2 provided.

3 65. As a direct and proximate result of Defendants' unlawful conduct in not
4 providing for duty-free meal periods, Plaintiffs and Class Members are entitled to one
5 additional hour of pay at their regular rate as wages under Labor Code §§ 226.7, 512 for
6 each day in which the proper meal period was not provided. In addition, Plaintiffs and
7 Class Members are entitled to interests, penalties, attorney's fees and costs pursuant to
8 C.C.P. §1021.5.

9 **FOURTH CAUSE OF ACTION**
10 **FAILURE TO PROVIDE MANDATED REST PERIODS**
11 **(Labor Code § 226.7)**
12 **(Plaintiffs Against All Defendants and Does 1-100)**

13 66. Plaintiffs incorporate by reference in this cause of action each allegation of
14 all of the foregoing paragraphs as if fully restated herein, and further allege against
15 Defendants and Does 1-100, and each of them, as follows:

16 67. Plaintiffs and Class Members regularly work in excess of four (4) hours per
17 day without being afforded a rest period of not less than ten (10) minutes as required by
18 Labor Code § 226.7 and I.W.C Order 5-2001, 15-2001 (employees are entitled to 10
19 minutes rest for shifts from 3 ½ hours to 6 hours in length, 20 minutes for shifts of more
20 than 6 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours,
21 and so) (See *Brinker Restaurant Corp., et al v. Superior Court (2012)*, 53 Cal. 4th 1004,
22 1029.

23 68. California Labor Code § 226.7 mandates that no employer shall require any
24 employee to work during any meal or rest period.

25 69. California Labor Code § 226.7 provides that:

26 (a) No employer shall require any employee to work during any
27 meal or rest period mandated by an applicable order of the Industrial
28 Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest
period in accordance with an applicable order of the Industrial
Welfare Commission, the employer shall pay the employee one
additional hour of pay at the employee's regular rate of

1 compensation for each work day that the meal or rest period is not
2 provided.

3 70. As a direct and proximate result of Defendants' unlawful conduct in not
4 providing for duty-free rest periods, Plaintiffs and Class Members are entitled to one
5 additional hour of pay at their regular rate as wages under Labor Code § 226.7, for each
6 day in which the proper rest break was not provided. In addition, Plaintiffs and Class
7 Members are entitled to interests, penalties, attorney's fees and costs pursuant to C.C.P.
8 §1021.5.

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO PROVIDE TIMELY AND ACCURATE WAGE**
11 **STATEMENTS**
12 **(Labor Code § 226)**
13 **(Plaintiffs Against All Defendants and Does 1-100)**

14 71. Plaintiffs incorporate by reference in this cause of action each allegation of
15 all of the foregoing paragraphs as if fully restated herein, and further allege against
16 Defendants and Does 1-100, and each of them, as follows:

17 72. Labor Code § 226(a) provides as follows:

18 Every employer shall, semimonthly or at the time of each payment
19 of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft or voucher paying the
21 employee's wages, or separately when wages are paid by personal
22 check or cash, an itemized statement in writing showing (1) gross
23 wages earned, (2) total hours worked by the employee . . . (3) the
24 number of piece-rate units earned and any applicable piece rate if
25 the employee is paid on a piece-rate basis, (4) all deductions . . . ,
26 (5) net wages earned . . . and (9) all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee.

73. Labor Code § 226(e) provides as follows:

23 An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision
25 (a) shall be entitled to recover the greater of all actual damages or
26 fifty dollars (\$50) for the initial pay period in which a violation
27 occurs and one hundred dollars (\$100) per employee for each
28 violation in a subsequent pay period, not exceeding an aggregate
penalty of four thousand dollars (\$4,000), and shall be entitled to an
award of costs and reasonable attorney fees.

74. During the relevant time period, Defendants failed to provide Plaintiffs and

1 Class Members with accurate, semi-monthly itemized statements of the total hours
2 worked, all applicable hourly rates in effect, and all gross and net wages earned during the
3 pay period. On information and belief, this was the direct and proximate result of a
4 willful refusal by Defendants to provide such accurate statements.

5 75. Defendants knowingly and intentionally failed to provide timely, accurate,
6 itemized wage statements to Plaintiffs and Class Members in accordance with Labor Code
7 § 226(a). The statements provided to Plaintiffs and Class Members have not accurately
8 reflected the total hours worked, all applicable hourly rates in effect, and all gross and net
9 wages earned during the pay period.

10 76. As a direct and proximate result of Defendants' unlawful conduct in failing
11 to provide accurate itemized wages statements, Plaintiffs and Class Members suffered
12 actual damages and harm by being unable to determine their applicable hourly rate or the
13 amount of regular time or overtime worked each pay period, which prevented them from
14 becoming aware of these violations and asserting their statutory protections under
15 California law. Plaintiffs and Class Members are entitled to recover the greater of all
16 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation
17 occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent
18 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).
19 Plaintiffs and Class Members are entitled to seek penalties, and attorneys' fees and costs
20 as provided by Labor Code §§ 226(e), 226(h), 226.3, and 1174.5.

21
22 **SIXTH CAUSE OF ACTION**
23 **FAILURE TO PAY ALL WAGES DUE AT TERMINATION –**
24 **WAITING TIME PENALTIES**
(Labor Code §§ 201, 202, 203)
(Plaintiffs Against All Defendants and Does 1-100)

25 77. Plaintiffs incorporate by reference in this cause of action each allegation of
26 all of the foregoing paragraphs as if fully restated herein, and further allege against
27 Defendants and Does 1-100, and each of them, as follows:

28 78. California Labor Code § 201 requires Defendants to pay its discharged

1 employees all wages due immediately upon discharge or termination of employment.

2 79. California Labor Code § 202 requires that if an employee quits his or her
3 employment, “his or her wages shall become due and payable not later than 72 hours
4 thereafter, unless the employee has given 72 hours previous notice of his or her intention
5 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
6 Notwithstanding any other provision of law, an employee who quits without providing a
7 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
8 designates a mailing address.”

9 80. California Labor Code § 203 provides that if an employer willfully fails to
10 timely pay any wages that are due to an employee who quits or is discharged, the
11 employer must, as a penalty, continue to pay the employees’ wages until the back wages
12 are paid in full or an action is commenced. The penalty accrues for up to 30 days of
13 wages. To this end, Labor Code § 203 provides as follows:

14 If an employer willfully fails to pay, without abatement or
15 reduction, in accordance with Sections 201, 201.5, 202 and 205.5,
16 any wages of an employee who is discharged or who quits, the
17 wages of the employee shall continue as a penalty from the due date
18 thereof at the same rate until paid or until an action therefore is
19 commenced; but the wages shall not continue for more than
20 30 days.

21 81. Plaintiffs and Class Members who have been discharged or who have quit
22 are entitled to unpaid compensation, pursuant to Labor Code § 203, but to date have not
23 received such compensation.

24 82. During the relevant time period, Plaintiffs and many Class Members were
25 employed by Defendants and were thereafter terminated or resigned from their positions
26 with Defendants. Defendants, however, did not pay such Plaintiffs and Class Members all
27 wages due upon their termination or within 72 hours of their resignation of employment.
28 On information and belief, Plaintiffs allege that such non-payment was the direct and
proximate result of a willful refusal to do so by Defendants.

83. As a direct and proximate result of Defendants’ unlawful and willful

1 conduct in not paying compensation for all hours worked, many Class Members are
2 entitled to up to 30 days wages as a penalty (“waiting time penalty”) under Labor Code
3 § 203, together with reasonable attorneys’ fees and costs.
4

5 **SEVENTH CAUSE OF ACTION**
6 **UNFAIR PRACTICE UNDER THE UNFAIR COMPETITION ACT**
7 **(California Business & Professions Code §§ 17200-17208)**
8 **(Plaintiffs Against All Defendants and Does 1-100)**

9 84. Plaintiffs incorporate by reference in this cause of action each allegation of
10 all of the foregoing paragraphs as if fully restated herein, and further allege against
11 Defendants and Does 1-100, and each of them, as follows:

12 85. Plaintiffs bring this cause of action on behalf of themselves and the
13 Class(es) as well as on behalf of the general public, seeking equitable and statutory relief
14 to stop the misconduct of Defendants, as complained of herein, and to compel
15 disgorgement of all profits obtained by Defendants through the unfair, unlawful, and/or
16 fraudulent business practices described herein.

17 86. The conduct of Defendants, as alleged herein, constitutes an unlawful
18 business practice as set forth in Business and Professions Code §§ 17200, *et seq.*

19 87. Specifically, Defendants conducted business activities while failing to
20 comply with California Labor Codes and IWC wage orders as described in this
21 Complaint. Defendants, and each of them, have intentionally and improperly failed to pay
22 Class Members for all hours worked including regular hours, overtime hours, and/or
23 minimum wage for said hours; additional wages for their failure to provide duty-free meal
24 periods and/or rest breaks; and failed to provide other benefits in violation of the
25 California Labor Code and IWC wage orders. Section 17200 of the Business and
26 Professions Code prohibits unfair competition by prohibiting unlawful, unfair, or
27 fraudulent business practices or acts. Defendants’ failure to adopt policies in accordance
28 and/or adherence with these laws, all of which are binding upon and burdensome to
Defendants’ competitors, engenders an unfair competitive advantage for Defendants,

1 thereby constituting an unfair business practice, as set forth in California Business and
2 Professions Code §§ 17200, *et seq.*

3 88. Furthermore, Defendants has under-reported to federal and state authorities
4 the wages earned by their employees and, therefore, have underpaid state and federal
5 taxes, employer matching funds, unemployment premiums, Social Security, Medicare,
6 and Workers' Compensation premiums.

7 89. Defendants' conduct as alleged herein has damaged Plaintiffs and the Class
8 Members by wrongfully denying them earned wages, failing to pay them all wages due
9 upon termination of employment, and failing to provide accurate and timely itemized
10 wage statements. Such conduct was substantially injurious to Plaintiffs and the Class.

11 90. Under the circumstances alleged herein, it would be inequitable and result
12 in a miscarriage of justice for Defendants to continue to retain the property of Plaintiffs
13 and the Class Members, entitling Plaintiffs and the Class Members to restitution of the
14 unfair benefits obtained and disgorgement of Defendants' ill-gotten gains.

15 91. As a direct and proximate result of Defendants' unlawful and unfair
16 business practices, Plaintiffs and Class Members are entitled to, and hereby do, seek
17 restitution and disgorgement of these ill-gotten gains, including but not limited to,
18 restitution of all unpaid wages, plus interest thereon, as well as attorney's fees and costs,
19 and other appropriate injunctive and other relief available under California Business and
20 Professions Code §§ 17200, *et seq.*

21
22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT ("PAGA")**
24 **(California Labor Code §§ 2698, *et. seq.*)**
25 **(Plaintiffs Against All Defendants and Does 1-100)**

26 92. Plaintiffs incorporate by reference in this cause of action each allegation of
27 all of the foregoing paragraphs as if fully restated herein, and further allege against
28 Defendants and Does 1-100, and each of them, as follows:

93. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to

1 recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor
2 Code § 2699.5.

3 94. At all times herein set forth, PAGA was applicable to the Plaintiffs'
4 employment by Defendants. Pursuant to PAGA, a civil action under PAGA may be
5 brought by an "aggrieved employee," who is any person that was employed by the alleged
6 violator and against whom one or more of the alleged violations was committed. Plaintiffs
7 were employed by Defendants and the Labor Code violations alleged herein were
8 committed against them and other employees during their time of employment, and they
9 are therefore aggrieved employees. Plaintiffs and other Class Members are "aggrieved
10 employees" as defined by California Labor Code §2699(c) in that they are all current or
11 former employees of Defendants, and one or more of the Labor Code violations alleged
12 herein were committed against them.

13 95. Defendants' conduct, as alleged herein, violates numerous sections of the
14 California Labor Code and I.W.C. Wage Orders, including, but not limited to, the
15 following: violation of Labor Code §§ 204, 510, 1182.11, 1182.12, 1194, 1197, 1197.1,
16 1198, and 1199 (for failure to pay wages for all hours worked including regular hours,
17 overtime hours, and/or paid minimum wage for said hours); violation of Labor Code §
18 226(a) (for failure to provide accurate wage statements as herein alleged); and violation of
19 Labor Code §§ 201, 202, and 203 (for failure to timely pay all earned wages upon
20 discharge); and Labor Code §§ 226.7, 512 (for meal/rest period violations).

21 96. California Labor Code § 1198 makes it illegal to employ an employee
22 under conditions of labor that are prohibited by the applicable wage order. California
23 Labor Code §1198 requires that, " ... the standard conditions of labor fixed by the
24 commission shall be the ... standard conditions of labor for employees. The employment
25 of any employee ... under conditions of labor prohibited by the order is unlawful."

26 97. California Labor Code § 204 requires that all wages earned by any person
27 in any employment between the 1st and the 15th days, inclusive, of any calendar month,
28

1 other than those wages due upon termination of an employee, are due and payable
2 between the 16th and the 26th day of the month during which the labor was performed,
3 and that all wages earned by any person in any employment between the 16th and the last
4 day, inclusive, of any calendar month, other than those wages due upon termination of an
5 employee, are due and payable between the 1st and the 10th day of the following month.
6 California Labor Code § 204 also requires that all wages earned for labor in excess of the
7 normal work period shall be paid no later than the payday for the next regular payroll
8 period. During the relevant time period, Defendants failed to pay Plaintiff and other
9 aggrieved employees all wages due to them, including, but not limited to, overtime wages,
10 within any time period specified by California Labor Code § 204.

11 98. Defendants, at all times relevant to this complaint, were employers or
12 persons acting on behalf of an employer(s) who violated Plaintiff and other aggrieved
13 employees' rights by violating various sections of the California Labor Code as set forth
14 above.

15 99. As set forth above, Defendants have violated numerous provisions of both
16 the Labor Code sections regulating hours and days of work as well as the applicable order
17 of the Industrial Welfare commission. Accordingly, Plaintiff seeks the remedies set forth
18 in Labor Code § 558 for themselves, the State of California, and all other aggrieved
19 employees.

20 100. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a),
21 2699.3, 2699.5, and 558, Plaintiff, acting in the public interest as a private attorney
22 general, seeks assessment and collection of unpaid wages and civil penalties for Plaintiff
23 and all aggrieved employees, and the State of California against Defendants, in addition to
24 other remedies, plus reasonable attorneys' fees and costs, pursuant to California Labor
25 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 510, 512, 1174,
26 1194, 1197, 1197.1, 1198, 1199, C.C.P. § 1021.5, California common law, (and I.W.C.
27 Wage orders).
28

1
2
3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiffs, on behalf of themselves and the Proposed Class pray
5 for judgment and the following specific relief against Defendants, jointly and separately,
6 as follows:

7 A. That the Court determine that this action may be maintained and certified
8 as a class action under California Code of Civil Procedure § 382;

9 B. That the Court appoint Plaintiffs as representatives of the Class(es);

10 C. That the Court appoint Counsel for Plaintiffs as Class Counsel;

11 D. That Defendants are found to have violated the provisions of the Labor
12 Code and/or I.W.C. wage orders as to the Plaintiffs and Class Members by failing to pay
13 Plaintiffs and Class Members all wages owed including regular hours, overtime hours
14 and/or minimum wage for said hours in violation of Labor Code §§ 204, 510, 1182.11,
15 1182.12, 1194, 1197, 1197.1, 1198, 1199 and I.W.C. Orders;

16 E. That Defendants are found to have violated meal period and rest brake
17 provisions of Labor Code §§226.7, 512 and I.W.C. Orders;

18 F. That Defendants are found to have violated the record-keeping provisions
19 of Labor Code §§ 226, 1174(d), 1174.5, and I.W.C. Orders;

20 G. That Defendants are found to have violated Labor Code §§ 201-203 for
21 willful failure to pay all wages owed at the time of termination/separation of employment
22 to Class Members who no longer work for Defendants;

23 H. That Defendants are found to have violated Business & Professions Code
24 §§ 17200, *et seq.*, by failing to pay all wages owed, pay for missed meal/rest periods, pay
25 waiting period penalties, and by failing to provide itemized wage statements;

26 I. That Defendants' violations as described above are found to have been
27 willful;
28

1 J. That Plaintiffs and Class Members receive an award of damages for the
2 amount of unpaid compensation (including for regular hours, overtime hours, and
3 minimum wage for said hours, and failure to provided duty-free meal periods/rest breaks),
4 interest thereon, and penalties subject to proof at trial;

5 K. That Defendants be ordered and enjoined to pay restitution to Plaintiffs and
6 Class Members due to Defendants' unlawful activities, pursuant to Business &
7 Professions Code §§ 17200, *et seq.*;

8 L. That Defendants further be enjoined to cease and desist from unlawful
9 activities in violation of Business & Professions Code §§ 17200, *et seq.*;

10 M. That Plaintiffs and Class Members be awarded reasonable attorneys' fees
11 and costs pursuant to Labor Code §§ 218.5, 226(e), 1194, Code of Civil Procedure
12 § 1021.5, and/or other applicable law; and

13 N. That Plaintiffs and the Class Members be awarded prejudgment interest on
14 all damages and other relief awarded pursuant to Labor Code § 218.6 and Civil Code
15 § 3287, and/or other applicable law;

16 O. Actual and/or liquidated damages pursuant to Labor Code §226(e) for
17 failure to provided accurate itemized wages statements pursuant to Labor Code §226(a);

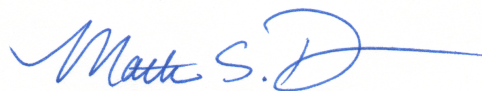
18 P. Waiting time penalties as provided by Labor Code §203, in amounts
19 according to proof;

20 Q. For penalties as provided, per violation, under the Private Attorneys
21 General Act (PAGA) Labor Code § 2699, *et seq.*, and as provided by Labor Code § 558,
22 and distributed in accordance with the Act.

23 R. That Plaintiffs and the Class Members receive an award of such other and
24 further relief as this Court may deem appropriate.
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Dated: March 24, 2023



By: _____

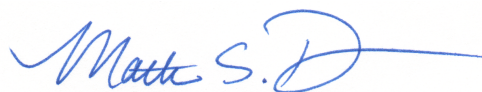
Matthew S. Da Vega
DA VEGA | FISHER | MECHTENBERG, LLP
Attorneys for the Plaintiffs, the Proposed Plaintiff
Class

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury for all issues so triable.

Dated: March 24, 2023



By: _____

Matthew S. Da Vega
DA VEGA | FISHER | MECHTENBERG, LLP
Attorneys for the Plaintiffs, the Proposed Plaintiff Class