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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

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Superior Court of California,
County of Alameda
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BRANDON JINNIES, on behalf of the State
of California and Aggrieved Employees,

Plaintiff,

vs.

TWOMAGNETS, LLC D/B/A CLIPBOARD
HEALTH; O'CONNOR WOODS HOUSING
CORP. D/B/A MEADOWOOD SKILLED
NURSING AND REHABILITATION AT
O'CONNOR WOODS; ASPEN SKILLED
HEALTHCARE, INC. D/B/A RIVERWOOD
HEALTHCARE CENTER; FULTON
GARDENS POST ACUTE, LLC;
STOCKTON HEALTH CARE SERVICES,
INC. D/B/A LINCOLN SQUARE POST
ACUTE CARE; WILLOW PASS HEALTH
CARE CENTER, INC.; PITTSBURG
SKILLED NURSING GROUP, INC.;
ENGLISH CHANNEL HOLDINGS, LLC
D/B/A LODI CREEK POST ACUTE;
DRIFTWOOD HEALTHCARE &
WELLNESS CENTER, LLC; OAKRHEEM,
INC. D/B/A HAYWARD CONVALESCENT
HOSPITAL; GARFIELD NURSING HOME,
INC. D/B/A MORTON BAKAR CENTER;
HAYWARD HEALTH CENTER, LLC
D/B/A ST. FRANCIS HEALTHCARE
CENTER; CYPRESS HEALTHCARE
GROUP LLC D/B/A GREENHAVEN
HEALTHCARE CENTER; WHITE FIR
HOLDINGS, LLC D/B/A MID-TOWN
OAKS POST ACUTE; TARANTINO
SENIOR LIVING COMMUNITIES, LLC
D/B/A SPANISH VINES ASSISTED

Case No. **25CV154971**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 LIVING AND MEMORY CARE; SONORA
2 SNF OPERATIONS LLC D/B/A GOLDEN
3 SONORA HEALTHCARE; TENFOLD
4 BRUCEVILLE POINT LLC.

5 *Defendants.*
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1 Plaintiff Brandon Jinnies (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants Twomagnets, LLC. d/b/a
5 Clipboard Health (“Clipboard”), O’Connor Woods Housing Corporation d/b/a Meadowood Skilled
6 Nursing and Rehabilitation at O’Connor Woods (“O’Connor Woods”), Aspen Skilled Healthcare, Inc.
7 d/b/a Riverwood Healthcare Center (“Riverwood”), Fulton Gardens Post Acute, LLC (“Fulton
8 Gardens”), Stockton Health Care Services, Inc. d/b/a Lincoln Square Post Acute Care (“Lincoln
9 Square”), Willow Pass Health Care Center, Inc. (“Willow Pass”), Pittsburg Skilled Nursing Group,
10 Inc. (“Pittsburg”), English Channel Holdings, LLC d/b/a Lodi Creek Post Acute (“Lodi Creek”),
11 Driftwood Healthcare & Wellness Center, LLC (“Driftwood”), Oakrheem, Inc d/b/a Hayward
12 Convalescent Hospital (“Oakrheem”), Garfield Nursing Home, Inc. d/b/a Morton Bakar Center
13 (“Garfield”), Hayward Health Center, LLC d/b/a St. Francis Healthcare (“St. Francis”), Cypress
14 Healthcare Group LLC d/b/a Greenhaven Healthcare Center (“Greenhaven”), White Fir Holdings,
15 LLC d/b/a Mid-Town Oaks Post Acute (“Mid-Town”), Tarantino Senior Living Communities, LLC
16 d/b/a Spanish Vines Assisted Living and Memory Care (“Spanish Vines”), Sonora SNF Operations
17 LLC d/b/a Golden Sonora Healthcare (“Golden Sonora”), and Tenfold Bruceville Point LLC
18 (“Bruceville Point”) (Collectively “Defendants”) on behalf of the State of California to collect
19 penalties as a result of Defendants’ systematic violations of California labor law with respect to
20 Defendants’ misclassification of independent contractors in the State of California (the “Aggrieved
21 Employees”).

22 2. This action stems from Defendants’ policy and practice of unlawfully misclassifying
23 Plaintiff and Aggrieved Employees as independent contractors exempt from the provisions of
24 California wage and hour laws.

25 3. As a result of Defendants’ unlawful misclassification policies and practices of: (1)
26 failing to compensate at the statutorily mandated overtime premium rate of time-and-a-half required
27 for hours worked in excess of 8 hours per day and/or 40 hours per week as required under the California
28 Labor Code; (2) provide or make available to Plaintiff and Aggrieved Employees the meal periods to

1 which they are entitled by law, and failing to pay premium compensation payment for non-compliant
2 meal breaks; (3) failing to authorize and permit rest periods, and failing to pay premium compensation
3 payment for non-compliant rest periods; and (4) failing to provide Plaintiff and Aggrieved Employees
4 with accurate, itemized wage statements.

5 4. Clipboard contracts with various medical institutions to employ individuals such as
6 Plaintiff and Aggrieved Employees, in various patient care roles, such as Certified Nursing Assistants
7 (“CNA”).

8 5. As a CNA, Plaintiff and Aggrieved Employees are responsible for safely caring and
9 assisting the patients of Defendants in assisted living with their daily needs, such as showering,
10 grooming, dressing, cleaning, personnel hygiene, and other similar patient care tasks.

11 6. Clipboard and the Defendants contract to jointly employ Plaintiff and Aggrieved
12 Employees because they each retain and/or exercise the ability to (a) hire or fire employees; (2)
13 supervise and control employees’ work schedules or conditions of employment to a substantial degree;
14 (3) determine the employees’ rate and method of payment; and (4) maintain employees’ employment
15 records.

16 7. Despite classifying Plaintiff and Aggrieved Employees as “independent contractors,”
17 Defendants treat Plaintiff and Aggrieved Employees as non-except employees. Defendants exercise
18 significant control over, among other things, the way that Aggrieved Employees performs their job
19 duties, the tools and equipment they are required to use to perform their job duties, and CNA’s rate of
20 pay. Clipboard fixes Plaintiff and Aggrieved Employees’ compensation pay. Finally, Plaintiff and
21 Aggrieved Employees perform duties consistent with Defendants’ central business. For example,
22 Plaintiff cares for patients’ needs on behalf of Defendants.

23 8. Defendants also treat Plaintiff and Aggrieved Employees as non-exempt employees in
24 other ways, for example, Plaintiff is required to work under the control of Defendants for the duration
25 of his scheduled shifts. Plaintiff is expected to perform client care that adheres to Defendants’ policies
26 and procedures. Thus, Defendants control the extent of care provided by Plaintiff and Aggrieved
27 Employees to Defendants’ clients and how Plaintiff and Aggrieved Employees care for their patients.

28 9. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive

1 relief, and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the
2 California Labor Code Private Attorneys General Act ("PAGA").

3 **PARTIES**

4 10. Plaintiff is employed by Defendants as a CNA since approximately August 2022. The
5 Plaintiff works for Defendants in various locations throughout the State of California, including
6 Defendants' facilities in Stockton, Concord, Pittsburg, San Leandro, Lodi, Hayward, Sacramento,
7 Sonoma, and Elk Grove. At all relevant times, Defendants misclassify Plaintiff as an independent
8 contractor when he is in fact a non-exempt employee.

9 11. Plaintiff is informed, believes, and thereon alleges that Twomagnets, LLC. is doing
10 business as Clipboard Health is a Delaware corporation with its principal place of business in Covina,
11 California. During the relevant time period, Clipboard was, and still is, regularly engaged in business
12 throughout the United States, including significant business in the State of California. Clipboard's
13 primary business consists of staffing healthcare professionals for medical facilities across the country.
14 Plaintiff is further informed, believes, and thereon alleges that Clipboard employs CNAs across the
15 country, including throughout California.

16 12. O'Connor Woods Housing Corporation d/b/a Meadowood Skilled Nursing and
17 Rehabilitation at O'Connor Woods is a California non-profit corporation with its principal place of
18 business in Stockton, California. O'Connor Woods is registered with the California Secretary of State
19 and does business in the State of California. On information and belief, O'Connor Woods provides a
20 range of services such as skilled nursing care, short-term rehabilitation, and specialized therapies.

21 13. Aspen Skilled Healthcare, Inc. d/b/a Riverwood Healthcare Center is a California
22 corporation with its principal place of business in Laguna Niguel, California. Riverwood is registered
23 with the California Secretary of State and does business in the State of California. On information and
24 belief, Riverwood provides a range of services such as skilled nursing care, short-term rehabilitation,
25 and specialized therapies.

26 14. Fulton Gardens Post Acute, LLC is a California limited liability company with its
27 principal place of business in Stockton, California. Fulton Gardens is registered with the California
28 Secretary of State and does business in the State of California. On information and belief, Fulton

1 Gardens provides a range of services such as skilled nursing care, short-term rehabilitation, and
2 specialized therapies.

3 15. Stockton Health Care Services, Inc. d/b/a Lincoln Square Post Acute Care is a Nevada
4 corporation with its principal place of business in Stockton, California. Lincoln Square is registered
5 with the California Secretary of State and does business in the State of California. On information and
6 belief, Lincoln Square provides a range of services such as skilled nursing care, short-term
7 rehabilitation, and specialized therapies.

8 16. Willow Pass Health Care Center, Inc. is a California corporation with its principal place
9 of business in San Leandro, California. Willow Pass is registered with the California Secretary of State
10 and does business in the State of California. On information and belief, Willow Pass provides a range
11 of services such as skilled nursing care, short-term rehabilitation, and specialized therapies.

12 17. Pittsburg Skilled Nursing Group, Inc. is a California corporation with its principal place
13 of business in Pittsburg, California. Pittsburg is registered with the California Secretary of State and
14 does business in the State of California. On information and belief, Pittsburg provides a range of
15 services such as skilled nursing care, short-term rehabilitation, and specialized therapies.

16 18. English Channel Holdings, LLC d/b/a Lodi Creek Post Acute is a California limited
17 liability company with its principal place of business in San Diego, California. Lodi Creek is registered
18 with the California Secretary of State and does business in the State of California. On information and
19 belief, Lodi Creek provides a range of services such as skilled nursing care, short-term rehabilitation,
20 and specialized therapies.

21 19. Driftwood Healthcare & Wellness Center, LLC is a California limited liability
22 corporation with its principal place of business in Torrance, California. Driftwood is registered with
23 the California Secretary of State and does business in the State of California. On information and
24 belief, Driftwood provides a range of services such as skilled nursing care, short-term rehabilitation,
25 and specialized therapies.

26 20. Oakrheem, Inc d/b/a Hayward Convalescent Hospital is a California corporation with
27 its principal place of business in Hayward, California. Oakrheem is registered with the California
28 Secretary of State and does business in the State of California. On information and belief, Oakrheem

1 provides a range of services such as skilled nursing care, short-term rehabilitation, and specialized
2 therapies.

3 21. Garfield Nursing Home, Inc. d/b/a Morton Bakar Center is a California corporation
4 with its principal place of business in Alameda, California. Garfield is registered with the California
5 Secretary of State and does business in the State of California. On information and belief, Garfield
6 provides a range of services such as skilled nursing care, short-term rehabilitation, and specialized
7 therapies.

8 22. Hayward Health Center, LLC d/b/a St. Francis Healthcare is a California limited
9 liability company with its principal place of business in Hayward, California. St. Francis is registered
10 with the California Secretary of State and does business in the State of California. On information and
11 belief, St. Francis provides a range of services such as skilled nursing care, short-term rehabilitation,
12 and specialized therapies.

13 23. Cypress Healthcare Group LLC d/b/a Greenhaven Healthcare Center is a California
14 limited liability company with its principal place of business in Roseville, California. Greenhaven is
15 registered with the California Secretary of State and does business in the State of California. On
16 information and belief, Greenhaven provides a range of services such as skilled nursing care, short-
17 term rehabilitation, and specialized therapies.

18 24. White Fir Holdings, LLC d/b/a Mid-Town Oaks Post Acute is a Delaware limited
19 liability company with its principal place of business in Sacramento, California. Mid-Town is
20 registered with the California Secretary of State and does business in the State of California. On
21 information and belief, Mid-Town provides a range of services such as skilled nursing care, short-term
22 rehabilitation, and specialized therapies.

23 25. Tarantino Senior Living Communities, LLC d/b/a Spanish Vines Assisted Living and
24 Memory Care is a Texas limited liability company with its principal place of business in Houston,
25 Texas. Spanish Vines is registered with the California Secretary of State and does business in the State
26 of California. On information and belief, Spanish Vines provides a range of services such as skilled
27 nursing care, short-term rehabilitation, and specialized therapies.

28 26. Sonora SNF Operations LLC d/b/a Golden Sonora Healthcare is a California limited

1 liability company with its principal place of business in Los Angeles, California. Golden Sonora is
2 registered with the California Secretary of State and does business in the State of California. On
3 information and belief, Golden Sonora provides a range of services such as skilled nursing care, short-
4 term rehabilitation, and specialized therapies.

5 27. Tenfold Bruceville Point LLC is a Oregon limited liability company with its principal
6 place of business in Bend, Oregon. Bruceville Point is registered with the California Secretary of State
7 and does business in the State of California. On information and belief, Bruceville Point provides a
8 range of services such as skilled nursing care, short-term rehabilitation, and specialized therapies.

9 28. Plaintiff is informed, believes, and thereon alleges that Defendants employs hundreds
10 of exempt workers similarly situated to Plaintiff and misclassified as independent contractors in
11 California. Plaintiff is informed, believes, and thereon alleges that, in California, Defendants own,
12 operate, and/or manage locations in this county. Plaintiff is informed, believes, and thereon alleges
13 that Defendants employ Aggrieved Employees, in this County and throughout California.

14 29. At all material times, Defendants do business under the laws of California, have places
15 of business in the State of California, including in this County, and employ Aggrieved Employees in
16 this County. Defendants are a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code
17 § 17201. Defendants are also an “employer” as that term is used in the California Labor Code and the
18 IWC Wage Orders.

19 30. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly
20 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
21 Plaintiff and Aggrieved Employees.

22 **SUBJECT MATTER JURISDICTION AND VENUE**

23 31. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
24 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the
25 liability and the cause, or some part of the cause, arose in this County.

26 32. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
27 The Court also has jurisdiction over Defendants because they are corporations authorized to do
28 business in the State of California, and because Defendants do in fact do business and employ workers

1 in the State of California.

2 **FACTUAL ALLEGATIONS**

3 33. Plaintiff has been employed by Defendants since approximately August 2022. Plaintiff
4 works as a CNA in California. As a CNA, Plaintiff is responsible for assisting patients living in assisted
5 living facilities with daily activities such as bathing, dressing, cleaning, personal hygiene, and meals.

6 34. Clipboard requires Plaintiff and Aggrieved Employees, to sign lengthy form contracts
7 which mischaracterize each CNA as an “independent contractor.” The contract is designed to conceal
8 the fact that Clipboard and their CNA’s are in an employer-employee relationship. Clipboard requires
9 Plaintiff and Aggrieved Employees, to sign this contract of adhesion without negotiation as a condition
10 of employment.

11 35. Further, Plaintiff and Aggrieved Employees are required to download the Clipboard
12 application onto their personal electronic device to clock in/out at the beginning and end of their shift
13 with Defendants. Plaintiff and Aggrieved Employees are assigned 100 points as part of Clipboard’s
14 attendance point system. Plaintiff and Aggrieved Employees earn five (5) points for every shift
15 worked, and also have points deducted for canceling or declining a shift. If a Plaintiff and Aggrieved
16 Employees’ account reached zero (0) points, they can be suspended for seven (7) days.

17 36. Aggrieved Employees’ pay is determined by Clipboard, which in turn Clipboard pays
18 an hourly rate that is determined depending on the facility. This rate is non-negotiable.

19 37. Defendants exercise significant behavioral and financial control over Plaintiff and
20 Aggrieved Employees, including requiring Plaintiff and Aggrieved Employees to install the Clipboard
21 application on their personal phone in order to accept Clipboard work assignments to Defendants’
22 facilities; Plaintiff and Aggrieved Employees are expected to complete assignments in the time
23 specified and determined by Defendants; Plaintiff and Aggrieved Employees are required to check in
24 with Defendants’ supervisors during the course of their daily shifts; Plaintiff and Aggrieved
25 Employees are required to comply with Defendants’ policies, procedures and practices or suffer
26 penalties for non-compliance; and Plaintiff and Aggrieved Employees are required to prepare and
27 submit required documentation in accordance with Defendants’ policies and procedures.

1 38. Clipboard has the authority to terminate Plaintiff and Aggrieved Employees, including
2 for failing to abide by Clipboard's policies and practices.

3 39. Plaintiff and Aggrieved Employees are typically assigned to work at Defendants'
4 facilities designated by Clipboard and to attend to Defendants' patients. Clipboard does not allow
5 Plaintiff and Aggrieved Employees to exchange assignments amongst other CNA's or to subcontract
6 their services to another person or entity without approval from Clipboard.

7 40. Clipboard misrepresents Plaintiff and Aggrieved Employees, that they will be and are
8 treated as independent contractors.

9 41. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
10 employed hundreds of independent contractors who have been unlawfully misclassified in California.

11 42. Despite routinely working more than eight (8) hours or more per shift and/or more than
12 40 hours in a workweek, Plaintiff and Aggrieved Employees are not compensated at the legally
13 required overtime rates as required by the California Labor Code. Instead, Plaintiff and Aggrieved
14 Employees are paid only their regular hourly rate for all hours worked, including those that should
15 have been paid overtime wages. Ultimately, Defendants refuse to pay Plaintiff and Aggrieved
16 Employees overtime wages, regardless of their actual hours worked.

17 43. Defendants do not pay overtime and/or double time for hours worked over 8 hours in a
18 workday, over 12 hours in a workday, and/or over 40 hours in the workweek. Aggrieved Employees
19 work frequently over 8 hours in a workday, over 12 hours in a workday, and/or over 40 hours in the
20 workweek, without overtime or double time wages. Defendants' failure to timely pay wages is willful
21 and/or intentional.

22 44. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees with
23 compliant 30-minute uninterrupted meal periods before the end of the fifth hour of work. Defendants'
24 policies, practices, and procedures prevent Plaintiff and Aggrieved Employees from taking their meal
25 period prior to the end of their fifth hour of work. Due to business demands and overlapping lunches
26 Plaintiff and Aggrieved Employees are not relieved for their 30-minute meal periods until after the
27 fifth hour of work. This results in the Plaintiff and Aggrieved Employees not being provided with
28 compliant 30-minute off-duty meal periods prior to their fifth hour of work. As a result, Plaintiff and

1 Aggrieved Employees are not provided duty-free, uninterrupted, and timely thirty-minute meal periods
2 during which they should be completely relieved of any duty.

3 45. For each day Plaintiff and Aggrieved Employees work shifts over ten hours, Defendants
4 regularly deny and fail to provide Plaintiff and Aggrieved Employees with compliant second 30-
5 minute uninterrupted meal periods before the end of the tenth hour of work. Defendants' policies,
6 practices, and procedures prevent Aggrieved Employees from taking a second meal period at any time.
7 Whenever Aggrieved Employees are entitled to a second meal period, Defendants require Aggrieved
8 Employees to work the entirety of their shift without a second meal period. Defendants do not give
9 Aggrieved Employees the option to take a second meal period on days where they work over ten (10)
10 hours. Thus, Aggrieved Employees do not receive requisite premium payments for these missed
11 second meal breaks.

12 46. Defendants fail to pay Plaintiff and Aggrieved Employees meal period premiums to
13 which they are entitled for these missed, late, and otherwise non-compliant first and second meal
14 breaks.

15 47. Defendants also fail to authorize or permit off duty, paid rest periods of at least 10
16 minutes of rest time for every 4 hours of work. Defendants' strict time windows and work expectations
17 do not permit Plaintiff and Aggrieved Employees an opportunity to rest, while off-duty, for 10 minutes
18 during each 4-hour work period or major fraction thereof.

19 48. Defendants fail to pay Plaintiff and Aggrieved Employees rest period premiums to
20 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

21 49. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
22 these meal and rest break policies and practices across all of Defendants' facilities and worksites
23 throughout California.

24 50. Defendants' failure to pay overtime wages, and to provide compliant meal and rest
25 breaks also result in a failure to provide Aggrieved Employees, including Plaintiff, accurate itemized
26 wage statements as required by California law. The wage statements Defendants provide are not
27 accurate because they do not reflect payment of overtime wages, and for premium pay for missed meal
28 breaks, rest breaks, and second meal breaks paid to Plaintiff and Aggrieved Employees.

1 51. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
2 employed hundreds of workers similarly situated to Plaintiff in California.

3 52. Plaintiff is informed, believes, and thereon alleges that Aggrieved Employees perform
4 work substantially similar to Plaintiff, in that they support the daily functions of running Defendants'
5 business activities.

6 53. Aggrieved Employees perform their jobs under Defendants' supervision using materials
7 and technology approved and supplied by Defendants.

8 54. Aggrieved Employees are required to follow and abide by Defendants' common work,
9 time, and pay policies and procedures in the performance of their jobs.

10 55. At the end of each pay period, Aggrieved Employees receive wages from Defendants
11 that are determined by common systems and methods that Defendants select and control.

12 56. Defendants' conduct has been knowing, willful, and carried out in bad faith, and has
13 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at
14 trial. Defendants did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
15 Employees are provided with timely and compliant meal and rest breaks, premium pay for missed or
16 non-compliant breaks, compensated for all hours worked, or accurate wage statements. Plaintiff is
17 informed, believes, and thereon alleges that Defendants knew or should have known that Plaintiff and
18 Aggrieved Employees regularly do not receive timely and compliant meal and rest breaks, premium
19 pay for missed or non-compliant breaks, payment for all overtime hours worked, or accurate wage
20 statements. Thus, Defendants' denial of overtime wages, compliant meal and rest periods and related
21 premium pay, and failure to provide complete and accurate wage statements is and/or was deliberate
22 and willful.

23 57. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
24 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
25 operations in the State of California.

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FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Willful Misclassification of Aggrieved Employees as Independent Contractors)

(On Behalf of the State of California and Aggrieved Employees)

58. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

59. Labor Code § 226.8 prohibits Defendants from misclassifying employees as independent contractors.

60. IWC Wage Order 4, Section (2)(G) provides: “Employee’ means any person employed by an employer.”

61. At all relevant times, Plaintiff and Aggrieved Employees were “employees” of Defendants within the meaning of California law.

62. The IWC Wage Order 4, Section (2)(I) provides: “Employer’ means any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person.”

63. At all relevant times, Defendants have been and continue to be an “employer” within the meaning of the Labor Code and applicable Wage Order.

64. Under AB 5, Defendants as the hiring entities must establish all of the following conditions: (i) Plaintiff and Aggrieved Employees are free from the control and direction of Defendants in connection with the performance of the work, both under the contract for the performance of the work and in fact; (ii) Plaintiff and Aggrieved Employees performed work that is outside the usual course of the hiring entity’s business; and (iii) Plaintiff and Aggrieved Employees are customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

65. Defendants cannot establish all of the above conditions. Plaintiff and Aggrieved Employees are not free from the control and direction of Defendants in connection with the performance of the work, both under the contract for the performance of the work and in fact. Plaintiff and Aggrieved Employees do not perform work that is outside the usual course of the hiring entity’s

1 business. Plaintiff and Aggrieved Employees are not customarily engaged in an independently
2 established trade, occupation, or business of the same nature as that involved in the work performed.

3 66. Clipboard engaged in a pattern and practice of misclassifying employees as
4 independent contractors for its own financial benefit.

5 67. Clipboard intentionally and willfully mischaracterized Plaintiff and Aggrieved
6 Employees as independent contractors rather than employees, in violation of Labor Code § 226.8.

7 68. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
8 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
9 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
10 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
11 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
12 Lab. Code § 226.8, IWC Wage Order 4-2001, and any other violation alleged herein which does not
13 carry penalties under Cal. Lab. Code § 2699(a).

14 69. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 8, 2025, Plaintiff
15 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
16 file this claim. On September 8, 2025, Plaintiff mailed Defendants a copy of such notice via certified
17 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
18 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
19 Code § 2699.3(a).

20 70. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
21 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

22 71. Pursuant to California Labor Code § 2699(e) and (k)(1), Plaintiff, on behalf of the State
23 of California and other Aggrieved Employees, also seeks injunctive relief enjoining Defendants as
24 follows:

- 25 a. Compensate Plaintiff and Aggrieved Employees for all overtime and minimum
26 wage work tasks at the appropriate overtime/minimum wage rate of pay.
- 27 b. Cease classifying Plaintiff and Aggrieved Employees as independent contractors;
- 28 c. Provide Plaintiff and Aggrieved Employees with accurate, itemized wage

statements in accordance with Labor Code § 226, including wage statements that accurately state the gross wages earned, total hours worked, all deductions, net wages earned, and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;” and;

d. Pay all earned and unpaid wages due to Aggrieved Employees immediately upon discharge if the discharge is involuntary and within 72 hours of discharge if it is voluntary, in accordance with Labor Code § 201-202.

72. Wherefore, Plaintiff requests relief as hereinafter provided.

73. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

74. Wherefore, Plaintiff request relief as hereinafter provided.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Premiums)

(On Behalf of the State of California and Aggrieved Employees)

75. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

76. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one 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.

77. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

78. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered

1 or permitted to work, whether or not required to do so.”

2 79. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
3 conditions that violate the Wage Orders.

4 80. Cal. Lab. Code § 510 provides, in relevant part:

5 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
6 workday and any work in excess of 40 hours in any one workweek and the first eight
7 hours worked on the seventh day of work in any one workweek shall be compensated
8 at the rate of no less than one and one-half times the regular rate of pay for an employee.
9 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
10 than twice the regular rate of pay for an employee. In addition, any work in excess of
11 eight hours on any seventh day of a workweek shall be compensated at the rate of no
12 less than twice the regular rate of pay of an employee. Nothing in this section requires
13 an employer to combine more than one rate of overtime compensation in order to
14 calculate the amount to be paid to an employee for any hour of overtime work.

11 81. Cal. Lab. Code § 1194 provides, in relevant part:

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

15 82. Defendants’ misclassification policies and practices result in payment of wage and
16 overtime violations.

17 83. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
18 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
19 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
20 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
21 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
22 Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which
23 does not carry penalties under Cal. Lab. Code § 2699(a).

24 84. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 8, 2025, Plaintiff
25 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
26 file this claim. On September 8, 2025, Plaintiff mailed Defendants a copy of such notice via certified
27 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
28 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.

1 Code § 2699.3(a).

2 85. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
3 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

4 86. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
5 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
6 and costs as set forth below.

7 87. Wherefore, Plaintiff request relief as hereinafter provided.

8 **THIRD CAUSE OF ACTION**

9 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

10 **(Meal and Rest Period Premiums)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 88. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 89. Cal. Lab. Code § 2699(f) provides:

15 For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions, as
17 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
18 employees, the civil penalty is one 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.

19 90. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
20 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation."

22 91. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
23 conditions that violate the Wage Orders.

24 92. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
25 authorize, permit, and/or make available timely and compliant meal to their employees. Cal. Lab. Code
26 §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an employee for
27 more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing
28 an employee more than ten (10) hours per day without providing the employee with a second meal

1 period of not less than thirty (30) minutes.

2 93. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to pay
3 employees one additional hour of pay at their regular rate of compensation for each workday that a
4 timely, compliant meal or rest period is not provided.

5 94. Defendants' misclassification policies and practices result in meal and rest period
6 violations and Defendants' failure to pay proper premium payments for non-compliant meal and rest
7 breaks.

8 95. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
9 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
10 in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab.
11 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
12 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
13 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which
14 does not carry penalties under Cal. Lab. Code § 2699(a).

15 96. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 8, 2025, Plaintiff
16 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
17 file this claim. On September 8, 2025, Plaintiff mailed Defendants a copy of such notice via certified
18 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
19 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
20 Code § 2699.3(a) and (c).

21 97. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

23 98. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
24 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
25 and costs as set forth below.

26 99. Wherefore, Plaintiff requests relief as hereinafter provided.

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1 **FOURTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

3 **(Failure to Provide True and Accurate Itemized Wage Statements)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 100. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 101. Cal. Lab. Code § 2699(a) provides:

8 Notwithstanding any other provision of law, any provision of this code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
12 through a civil action brought by an aggrieved employee on behalf of himself or herself
13 and to other current or former employees.

14 102. Cal. Lab. Code § 226(a) provides:

15 An employer, semimonthly or at the time of each payment of wages, shall furnish to
16 their employee, either as a detachable part of the check, draft, or voucher paying the
17 employee's wages, or separately if wages are paid by personal check or cash, an
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
19 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
20 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
21 basis, (4) all deductions, provided that all deductions made on written orders of the
22 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of their social security number or an employee
25 identification number other than a social security number, (8) the name and address of
26 the legal entity that is the employer and, if the employer is a farm labor contractor, as
27 defined in subdivision (b) of Section 1682, the name and address of the legal entity that
28 secured the services of 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...

103. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

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

104. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
in an initial citation and one thousand dollars (\$1,000) per employee for each violation
in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section

1 226. The civil penalties provided for in this section are in addition to any other penalty
2 provided by law.

3 105. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained
4 under § 226(a) for at least three (3) years.

5 106. Cal. Lab. Code § 1174(d) provides, in relevant part:

6 [Employers shall] [k]eep, at a central location in the state or at the plants or
7 establishments at which employees are employed, payroll records showing the hours
8 worked daily by and the wages paid to, and the number of piece-rate units earned by
9 and any applicable piece rate paid to, employees employed at the respective plants or
10 establishments. These records shall be kept in accordance with rules established for this
11 purpose by the commission...

12 107. Cal. Lab. Code § 1174.5 provides, in relevant part:

13 Any person employing labor who willfully fails to maintain the records required by
14 subdivision (c) of Section 1174 or accurate and complete records required by
15 subdivision (d) of Section 1174, or to allow any member of the commission or
16 employees of the division to inspect records pursuant to subdivision (b) of Section
17 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

18 108. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

19 (A) Every employer shall keep accurate information with respect to each employee
20 including the following:

21 (3) ... Time records showing when the employee begins and ends each work period....

22 (4) Total wages paid each payroll period...

23 (5) Total hours worked during the payroll period and applicable rates of pay...

24 (B) Every employer who has control over wages, hours, or working conditions shall
25 semimonthly or at the time of each payment of wages furnish each employee an
26 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
27 period for which the employee is paid; (3) the name of the employee or the employee's
28 social security number; and (4) the name of the employer, provided all deductions made
29 on written orders of the employee may be aggregated and shown as one item. (See
30 Labor Code Section 226.) This information shall be furnished either separately or as a
31 detachable part of the check, draft, or voucher paying the employee's wages....

32 109. Defendants' misclassification policies and practices result in failure to issue compliant
33 itemized wage statements containing all of the information required under Cal. Lab. Code § 226 and
34 to maintain all records required under Cal. Lab. Code §§ 226 and 1174.

35 110. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
36 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
37 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
38 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees

1 for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an
2 accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
3 civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to
4 maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 4-2001.

5 111. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 8, 2025, Plaintiff
6 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
7 file this claim. On September 8, 2025, Plaintiff mailed Defendants a copy of such notice via certified
8 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
9 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
10 Code §§ 2699.3(a) and (c).

11 112. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and himself as set forth in Cal. Lab. Code § 2699.

13 113. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
14 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
15 and costs as set forth below.

16 114. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for relief as follows:

- 19 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
20 Code as alleged herein;
- 21 2. That the Court award the injunctive relief described above
- 22 3. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
23 penalties provided under the PAGA;
- 24 4. For an order requiring Defendant to display a notice in accordance with Cal. Lab. Code
25 § 226.8;
- 26 5. For injunctive relief, prohibiting Defendant from continuing its policies and practices
27 determined to be violations of the Cal. Lab. Code;
- 28 6. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code §

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- 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
7. For all costs of suit; and
8. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: November 14, 2025



Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: November 14, 2025



Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
SCHNEIDER WALLACE
COTTRELL KIM LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees