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 Superior Court of California
 County of Los Angeles
11/26/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: J. Hernandez Deputy

Attorneys for Plaintiff ALBERT TACLOB and ELLA MOYSEYENKO,
 on behalf of themselves and on behalf of all other aggrieved employees

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

ALBERT TACLOB, on behalf of himself
 and on behalf of all other aggrieved
 employees,

Plaintiff,

vs.

U.S. RENAL CARE, INC., a Delaware
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 25SMCV06096

Assigned for All Purposes To:
 Hon. Michael E. Whitaker
 Dept.: 207

**FIRST AMENDED COMPLAINT FOR
 REPRESENTATIVE ACTION FOR
 PENALTIES UNDER PRIVATE
 ATTORNEYS GENERAL ACT, LABOR
 CODE § 2698 *et seq.* FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802;
6. Violation of Labor Code §§ 226(a), 1174; and
7. Violation of Labor Code §§ 203, 204

DEMAND FOR JURY TRIAL

1 Plaintiff Albert Taclob and Ella Moyseyenko (hereinafter “Plaintiffs”) on behalf of
2 themselves and all other similarly Aggrieved Employees complains of Defendants, and each of
3 them, as follows:

4 INTRODUCTION

5 1. This is a Representative Action, pursuant to the Private Attorneys General Act of
6 2004 (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and similarly situated
7 aggrieved non-exempt employees (“Aggrieved Employees” or “Employees”) who currently
8 work or formerly worked for Defendants U.S. RENAL CARE, INC. and DOES 1 through 50
9 (all defendants being collectively referred to herein as “Defendants”) during the liability period.
10 From at least one (1) year prior to the filing of this action and at least one (1) year prior to the
11 date Plaintiff Taclob began the process of exhausting the administrative requirements pursuant
12 to Labor Code § 2698 *et seq.* on **September 4, 2025** and continuing to the present (the “liability
13 period”), Defendants have had a consistent policy of failing to pay all wages due to its California
14 Employees during the course of employment and timely upon separation from employment,
15 failing to provide Employees with meal and rest periods, failing to reimburse necessary business
16 expenses, and failing to issue accurate, itemized wage statements to its California employees.
17 Plaintiffs allege that Defendants, and each of them, violated various provisions of the California
18 Labor Code and relevant orders of the Industrial Welfare Commission, and seeks redress for
19 these violations.

20 2. Plaintiffs are residents of California, and during the time period relevant to this
21 Complaint, were employed by Defendants as a non-exempt hourly employee based out of
22 Defendants’ office in Beverly Hills, California.

23 3. Upon information and belief, Plaintiffs were employed by Defendants and (1)
24 shared similar job duties and responsibilities; (2) were subjected to the same policies and
25 practices; and (3) endured similar violations at the hands of Defendants as the other Aggrieved
26 Employees who served in similar and related positions.

27 4. Plaintiffs and the other similarly situated Employees of Defendants consistently
28 worked at Defendants’ behest without being paid all wages due, including minimum, regular,

1 and overtime wages. More specifically, Plaintiffs and Aggrieved Employees were not paid for
2 the time that they worked off-the-clock without compensation by answering work-related text
3 messages and time spent working off-the-clock during meal periods. Additionally, Defendants
4 failed to reimburse necessary business expenses, and provided Aggrieved Employees with
5 inaccurate wage statements that prevented them from learning of these unlawful practices.
6 Defendants also failed to provide Aggrieved Employees with lawful meal and rest periods, as
7 Employees were not provided with the opportunity to take full uninterrupted and duty-free rest
8 periods and meal breaks as required by the Labor Code.

9 5. Defendant U.S. RENAL CARE, INC. is a Delaware corporation with its principle
10 executive offices in Plano, Texas, and has been listed as the employer on the wage statements
11 issued to Plaintiffs during the relevant time period. U.S. RENAL CARE, INC. does not list a
12 California address with the California Secretary of State, however, upon information and belief,
13 employs Plaintiffs and the Aggrieved Employees in Los Angeles County, including at
14 Defendants' offices and facilities in Beverly Hills, California, and throughout California and
15 conducts business throughout California.

16 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure § 410.10. This Action is brought as a PAGA representative action on behalf of
18 similarly situated Aggrieved Employees of Defendants pursuant to California Labor Code §
19 2698 *et seq.* Venue as to Defendants is also proper in this judicial district pursuant to California
20 Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities
21 giving rise to this lawsuit occurred in the County of Los Angeles and Defendants maintain and
22 operate facilities in Beverly Hills, California, thus employing Plaintiffs and other Aggrieved
23 Employees in Los Angeles County and in California.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code
27 of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

1 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
2 this Complaint to reflect the true names and capacities of the Defendants designated herein as
3 Does 1 through 50 when their identities become known.

4 8. Plaintiffs are informed and believe and thereon allege that each Defendant acted
5 in all respects pertinent to this action as the agent of the other Defendants, that Defendants
6 carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the
7 acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants
8 acted in all respects as the employers or joint employers of Employees. Defendants, and each of
9 them, exercised control over the wages, hours or working conditions of Employees, or suffered
10 or permitted Employees to work, or engaged, thereby creating a common law employment
11 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed the Employee Aggrieved Employees.

13 FACTUAL BACKGROUND

14 9. Aggrieved Employees, including Plaintiffs, are nonexempt employees pursuant to
15 the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt
16 positions at the direction of Defendants in the State of California. Plaintiffs and the Aggrieved
17 Employees were either not paid by Defendants for all hours worked or were not paid at the
18 appropriate minimum, regular and overtime rates. Specifically, Defendants failed to pay
19 Plaintiffs and the Aggrieved Employees all wages due and owing, including off the clock work
20 performed without compensation, failed to provide meal and rest breaks, and failed to furnish
21 accurate wage statements, all in violation of various provisions of the California Labor Code and
22 applicable Wage Orders.

23 10. During the course of Plaintiffs' and the Aggrieved Employees' employment with
24 Defendants, they were not paid all wages they were owed, including for all work performed and
25 for all overtime hours worked and were forced to work during their meal and rest breaks.
26 Specifically, Defendants required Plaintiffs and Aggrieved Employees to work without
27 compensation by answering work-related text messages while off the clock and working off the
28 clock during meal periods, as part of their duties under Defendants' employ, for which they were

1 never compensated. Additionally, Plaintiffs were scheduled to work at least 3 days a week, and
2 12 hours per day under and alternative workweek schedule. Plaintiffs contend that Defendants
3 failed to pay them at the required overtime rate for all hours over eight (8) in a shift, or over
4 forty (40) in a week. Plaintiffs contend that there was not an enforceable alternative work week
5 election conducted for their facility or if it was, it was improperly conducted and/or reported to
6 the DIR's Alternative Workweek Elections Database. Specifically, no alternative workweek
7 scheduled was reported to the DIR's Alternative Workweek Elections Database. To the extent
8 Plaintiffs' facility and other facilities in California were operating under a similarly invalid or
9 ineffectual alternative workweek election, Plaintiffs and Aggrieved Employees were not paid at
10 least four hours of overtime premium wages on every shift for the hours between their eighth
11 and twelfth worked.

12 11. As a matter of uniform Company policy, Plaintiffs and the Aggrieved Employees
13 were required to work during their meal and rest breaks which were not compensated by
14 Defendants in violation of the California Labor Code. Plaintiffs and the Aggrieved Employees
15 were also not paid regular wages and overtime for the time they were required to comply with
16 other requirements imposed upon them, which they had to complete while working through their
17 meal and rest breaks and without compensation. As a result, Plaintiffs and the Aggrieved
18 Employees worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
19 but they were not paid at the appropriate overtime rate for all such hours, including by being
20 required to perform work duties and tasks without pay and while off-the-clock and by operating
21 under an invalid or unenforceable alternative workweek agreement leading to at least four hours
22 of unpaid overtime premium wages per shift. As a result, Plaintiffs and the Aggrieved
23 Employees worked substantial overtime hours during their employment with Defendants for
24 which they were not compensated, in violation of the California Labor Code, applicable IWC
25 Wage Orders.

26 12. As a result of the daily work demands and the other wage violations they endured
27 at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid for all
28 wages earned and for all wages owed to them by Defendants, including when working more than

1 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
2 of Defendants' unlawful policies and practices, Plaintiffs and Aggrieved Employees incurred
3 overtime hours worked for which they were not adequately and completely compensated. To the
4 extent applicable, Defendants also failed to pay Plaintiffs and the Aggrieved Employees at an
5 overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive
6 work day in a week and overtime payments at the rate of 2 times the regular rate for hours
7 worked over eight (8) on the seventh consecutive work day, as required under the Labor Code,
8 applicable IWC Wage Orders.

9 13. Therefore, from at least one (1) year prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees for all hours worked, and failing to pay minimum wages for all time worked, as
12 required by California law. Also, from at least one (1) year prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay
14 Employees overtime compensation at correctly calculated premium overtime rates for all hours
15 worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for
16 all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the
17 corresponding sections of IWC Wage Orders.

18 14. Additionally, Defendants failed to provide all the legally required unpaid, off-
19 duty meal periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other
20 Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Defendants did
21 not have a policy or practice which provided or recorded all the legally required unpaid, off-duty
22 meal periods and all the legally required paid, off-duty rest periods to the Plaintiffs and the
23 Aggrieved Employees. Plaintiffs and Aggrieved Employees were regularly required to work shifts
24 in excess of five (5) hours without receiving uninterrupted and duty free meal periods of not less
25 thirty (30) minutes. Specifically, Plaintiff and Aggrieved Employees had to be relieved to take
26 their meal breaks and if no one was available to relieve Plaintiffs and Aggrieved Employees, they
27 had to take their meal breaks late or work through their meal breaks. Plaintiffs and Aggrieved
28 Employees were not permitted to leave Defendants' premises during their meal breaks. Plaintiffs

1 and Aggrieved Employees also had to keep their cell phones on during their meal periods and
2 monitor them. In addition, Plaintiffs and Aggrieved Employees were consistently interrupted on
3 meal periods with meetings, emergencies, and work related text messages. Additionally,
4 Defendants failed to provide a second uninterrupted thirty (30) minute meal period on shifts of
5 more than ten (10) hours and shifts over twelve (12) hours . As a result, Defendants' failure to
6 provide the Plaintiffs and Aggrieved Employees with all the legally required off-duty, unpaid meal
7 periods and all the legally required off-duty, paid rest periods is and will be evidenced by
8 Defendants' business records, or lack thereof. From at least one (1) year prior to the filing of this
9 lawsuit and continuing to the present, Defendants have regularly required Employees to work
10 shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not
11 less than thirty (30) minutes, and shifts in excess of ten (10) hours without providing them with
12 second meal periods of not less than thirty minutes; nor did Defendants pay Employees "premium
13 pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period
14 that Defendants failed to provide or deficiently provided.

15 15. Therefore, from at least one year prior to the filing of this action and through to
16 the present, Plaintiffs and the Aggrieved Employees were unable to take off-duty breaks or were
17 otherwise not provided with the opportunity to take required breaks due to Defendants' policies
18 and practices. On the occasions when Plaintiffs and the Aggrieved Employees were provided with
19 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
20 Employees were not provided with one (1) hour's wages in lieu thereof. Meal period violations
21 thus occurred in one or more of the following manners:

- 22 (a) Aggrieved Employees were not provided full thirty-minute duty free meal
23 periods for work days in excess of five (5) hours and were not
24 compensated one (1) hour's wages in lieu thereof, all in violation of,
25 among others, Labor Code §§ 226.7, 512, and the applicable Industrial
26 Welfare Commission Wage Order(s);
- 27 (b) Aggrieved Employees were not provided second full thirty-minute duty
28 free meal periods for work days in excess of ten (10) hours;

- (c) Aggrieved Employees were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during a shift; and
- (e) Aggrieved Employees were restricted in their ability to take a full thirty-minute meal period.

16. Plaintiffs and the Defendants' Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty. For example, Plaintiffs and Aggrieved Employees had to leave their cell phones on and monitor and respond to them during rest periods. Plaintiffs and Aggrieved Employees were interrupted on their rest periods with meetings, emergencies, and work-related text messages. In addition, Aggrieved Employees had to be relieved to take their rest breaks. If no one was available to relieve them for their rest breaks, due to short staffing or otherwise, Aggrieved Employees had to work through their rest periods. Lastly, Aggrieved Employees were not permitted to leave the premises during rest periods. Rest period violations therefore arose in one or more of the following manners:

- (a) Aggrieved Employees were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Aggrieved Employees were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Aggrieved Employees were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

17. Additionally, from at least one (1) year prior to the filing of this lawsuit and

1 continuing to the present, Defendants required Plaintiffs, and upon information and belief other
2 similarly situated Employees, to incur business expenses in the course of performing their
3 required job duties for Defendants. Specifically, Employees were required to use their cell
4 phones in performing their daily job duties and were not reimbursed for cell phone usage for
5 business purposes. These expenses incurred by Plaintiffs and the Aggrieved Employees were
6 necessary and required of them in performing their assigned job duties, but Defendants failed to
7 reimburse Plaintiffs and the Aggrieved Employees for all such necessary expenditures, thus
8 entitling them to reimbursement according to proof as required under Labor Code § 2802 and
9 the applicable provisions of the IWC Wage Orders.

10 18. As a result of these illegal policies and practices, Defendants engaged in and
11 enforced the following additional unlawful practices and policies against Plaintiffs and the
12 Aggrieved Employees he seeks to represent:

- 13 a. failing to pay all wages owed to Aggrieved Employees who either were
14 discharged, laid off, or resigned in accordance with the requirements of Labor
15 Code §§ 201, 202, 203;
- 16 b. failing to pay all wages owed to the Aggrieved Employees twice monthly in
17 accordance with the requirements of Labor Code § 204;
- 18 c. failing to pay Aggrieved Employees all wages owed, including all meal and rest
19 period premium wages; and
- 20 d. failing to maintain accurate records of Aggrieved Employees' earned wages and
21 meal periods in violation of Labor Code §§ 226 and 1174(d) and Section 7 of the
22 applicable IWC Wage Orders.

23 19. From at least one (1) year prior to the filing of this lawsuit, and continuing to the
24 present, Defendants have also consistently failed to provide Employees with timely, accurate,
25 and itemized wage statements, in writing, as required by California wage-and-hour laws. More
26 specifically, from at least one (1) year prior to the LWDA letter, the wage statements failed to
27 account for unpaid wages and overtime due to off the clock work, namely when Employees were
28 required to work off the clock. Additionally, the wage statements given to Employees failed to

1 accurately account for premium pay for deficiently provided meal periods and rest breaks, as
2 discussed above. Plaintiffs and Aggrieved Employees are therefore entitled to penalties not to
3 exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b).

4 20. In light of the foregoing, Plaintiffs and the Aggrieved Employees bring this
5 action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
6 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and
7 2802 and pursuant to the applicable IWC Wage Order provisions and California Code of
8 Regulations, Title 8, section 11000 *et seq.*

9 **PAGA NOTICE AND ALLEGATIONS**

10 21. Plaintiffs bring this PAGA representative action on behalf of themselves and all
11 others similarly situated Aggrieved Employees employed by Defendants during the liability period
12 pursuant to Labor Code § 2698 *et seq.* Plaintiffs and Employees are aggrieved employees as
13 defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint
14 and either were or are employed by the alleged violators, Defendants. Upon information and
15 belief, at all times during the liability period, Plaintiffs and the Aggrieved Employees were
16 employees subject to the protections of the California Labor Code and the applicable Industrial
17 Welfare Commission (“IWC”) Wage Orders, including IWC Wage Order No. 4-2001 regulating
18 the wages, hours and working conditions in the Health care Industry (“Wage Order No. 4”).

19 22. In failing to pay Aggrieved Employees minimum wages and overtime, not
20 providing proper meal and rest periods, failing to reimburse necessary business expenses, failing
21 to provide accurate itemized wage statements, and failing to pay Employees wages upon
22 termination or timely upon resignation, all addressed herein, Defendants failed to timely pay
23 Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204.
24 Defendants also failed to maintain records showing accurate hours worked daily and the wages
25 paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC Wage
26 Orders.

27 23. As such, Plaintiffs and the Aggrieved Employees seek wages and penalties under
28 Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under

1 Labor Code § 2699.5, which includes the penalty provisions, without limitation, based *inter alia*
2 on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
3 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et*
4 *seq.*, and 2802.

5 24. More specifically, after complying with the notice procedures of Labor Code §
6 2699.3, Plaintiffs assert as a representative action on behalf of the California Attorney General and
7 the other similarly Aggrieved Employees a PAGA claim for violations of the underlying claims
8 addressed herein and seeking penalties as specified by the applicable corresponding provisions,
9 including as follows:

10 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
11 earned regular pay and minimum wages for regular hours worked and for failure to pay
12 overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a),
13 1197, and 1198, and Sections 2(K), 3(A) and 4 of the applicable IWC Wage Order(s)
14 seeking all civil and statutory penalties available and applicable, and wages, under Labor
15 Code §§ 510, 558, 1194.2, 1197.1, 2699(f)(2), and 2699.5, and also for attorneys' fees and
16 costs pursuant to Labor Code § 2699(k)(1);

17 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved
18 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
19 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
20 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A) and 12(B) of
21 the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
22 applicable, and wages, under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-
23 (3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
24 2699(k)(1);

25 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
26 provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements
27 and failure to maintain employment records for Plaintiffs and Aggrieved Employees under
28 Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable

IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Necessary Business expenses: For Defendants failing to reimburse necessary business expenses, in violation of the law seeking all civil penalties available and applicable, and wages, under the Labor Code the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

25. The penalties shall be allocated under Labor Code § 2699(m) as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employees.

26. As also addressed above, Plaintiffs on behalf of the Aggrieved Employees also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

1 (b) If upon inspection or investigation the Labor Commissioner
2 determines that a person had paid or caused to be paid a wage for
3 overtime work in violation of any provision of this chapter, or any
4 provision regulating hours and days of work in any order of the Industrial
5 Welfare Commission, the Labor Commissioner may issue a citation. The
6 procedures for issuing, contesting, and enforcing judgments for citations
7 or civil penalties issued by the Labor Commissioner for a violation of this
8 chapter shall be the same as those set out in Section 1197.1.

9 (c) The civil penalties provided for in this section are in addition to
10 any other civil or criminal penalty provided by law.

11 27. Plaintiff Taclob has exhausted his administrative remedy by sending a certified
12 letter to the LWDA and Defendants postmarked on **September 4, 2025** addressing in detail the
13 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
14 theories to support the alleged violations. On **September 22, 2025**, Plaintiff Taclob amended his
15 September 4, 2025 letter to add Plaintiff Ella Moyseyenko. The LWDA has not provided notice of
16 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
17 letters. As a result, as a matter of law, Plaintiffs are entitled to file this Complaint for full
18 compliance and exhaustion of the notice requirements under the PAGA and seek civil penalty
19 assessments against Defendants as Representatives of the State of California as hereinafter alleged
20 and in accordance with the law, in addition to costs and reasonable attorneys' fees as provided by
21 the PAGA statute. A true and correct copy of the **September 4, 2025** Notice to the LWDA and the
22 Defendants and the **September 22, 2025** Notice to the LWDA and the Defendants are attached
23 hereto as **Exhibit A** and **Exhibit B**, respectively, and are expressly incorporated into this
24 Complaint as if set forth in full. Plaintiffs allege that the notice period provided by statute has
25 expired and amendment is proper pursuant to Labor Code § 2699.3(a)(2)(C).

26 28. This action has been brought and may properly be maintained as a representative
27 action under the provisions of Labor Code § 2698 *et seq.* seeking civil and statutory penalties and
28 wages based, *inter alia*, on the following claims addressed in detail herein:

- 29 a. Defendants failed to pay Employees minimum wages and wages for all hours
30 worked;
- 31 b. Defendants failed to pay Employees overtime as required under Labor Code § 510;

- 1 c. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage
2 Orders, by failing to provide Employees with requisite meal periods or premium
3 pay in lieu thereof;
- 4 d. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders,
5 by failing to authorize and permit Employees to take requisite rest breaks or
6 provide premium pay in lieu thereof;
- 7 e. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate
8 wage statements;
- 9 f. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and
10 compensation due and owing at the time of termination of employment;
- 11 g. Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by
12 failing to maintain accurate records of Aggrieved Employees' earned wages and
13 work periods;
- 14 h. Defendants violated Labor Code § 1194 by failing to compensate all Employees
15 during the relevant time period for all hours worked, whether regular or overtime;
- 16 i. Defendants violated Labor Code § 204 by failing to pay Employees all wages
17 earned at least twice monthly; and
- 18 j. Defendants failed to reimburse necessary business expenses incurred by Employees
19 in connection with performing their job duties under Labor Code § 2802.

20 **FIRST CAUSE OF ACTION**

21 **PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES**

22 **(Against All Defendants)**

23 29. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth
24 in full herein.

25 30. Defendants failed to pay Employees minimum wages for all hours worked.
26 Defendants had a consistent policy of misstating Employees time records and failing to pay
27 Employees for all hours worked. Employees would work hours and not receive wages, including
28 as alleged above in connection with working off-the-clock by answering work-related text

1 messages. Additionally, Defendants had a consistent policy of failing to pay Employees for
2 hours worked during alleged meal periods for which Employees were consistently denied, as
3 also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices
4 manifested, without limitation, applicable to Aggrieved Employees, as a result of implementing
5 a uniform policy and practice that denied accurate compensation to Plaintiffs and the other
6 members of the Aggrieved Employees as to minimum wage pay.

7 31. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable PAGA civil
8 penalties and remedies for each Aggrieved Employee for each pay period in the applicable
9 statute of limitations in which the Aggrieved Employee was not paid for all hours worked for
10 each pay period, plus reasonable attorneys' fees and costs.

11 32. The Private Attorneys General Act of 2004 ("PAGA") provides that:

12 ... an aggrieved employee may recover the civil penalty described in
13 subdivision (f) and may be awarded injunctive relief in a civil action
14 pursuant to the procedures specified in Section 2699.3 filed on behalf of
15 the employee and other current or former employees against whom a
16 violation of the same provision was committed. Any employee who
17 prevails in any action shall be entitled to an award of reasonable attorney's
18 fees and costs, including any filing fee paid pursuant to subparagraph (B)
19 of paragraph (1) of subdivision (a) or subparagraphs (B) or paragraph (1)
20 of subdivision (c) of Section 2699.3. Nothing in this part shall operate to
21 limit an employee's right to pursue or recover other remedies available
22 under state or federal law, either separately or concurrently with an action
23 taken under this part.

24 California Labor Code § 2699(k)(1).

25 33. Plaintiffs are "aggrieved employee(s)" under the PAGA, as they were employed
26 by Defendants during the applicable statutory period and personally suffered each one of the
27 California Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on
28 behalf of themselves and all other current and former aggrieved non-exempt employees, as
defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and
costs.

34. Plaintiffs, by virtue of the Notice correspondences dated **September 4, 2025 and
September 22, 2025**, attached hereto as **Exhibit A and Exhibit B**, have satisfied all

1 prerequisites to serve as a representative of the general public to enforce California's labor laws,
2 including without limitation, the penalty provisions identified in California Labor Code §
3 2699.5. Because the LWDA took no steps within the applicable time period required to
4 intervene, and because Defendants took no corrective actions to remedy the allegations set forth
5 above, Plaintiffs, as representatives of the people of the State of California, will seek, and hereby
6 does seek, any and all civil penalties otherwise capable of being collected by the Labor
7 Commission and/or the Department of Labor Standards Enforcement ("DLSE").

8 35. Any civil penalties recovered herein will be distributed in accordance with the
9 PAGA, with at least 65% of the penalties recovered being reimbursed to the State of California
10 and the LWDA, where applicable. *See* Labor Code § 2699(m).

11 36. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that
12 arise from the policies, practices and business acts of Defendants to the extent provided by law
13 as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of
14 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.
15 Labor Code § 558 provides in pertinent part:

16 (a) Any employer or other person acting on behalf of an employer
17 who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial
19 Welfare Commission shall be subject to a civil penalty as follows: (1) For
20 any initial violation, fifty dollars (\$50) for each underpaid employee for
21 each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

23 (c) The civil penalties provided for in this section are in addition to
24 any other civil or criminal penalty provided by law.

25 37. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs
26 and other aggrieved non-exempt employees proper regular pay and minimum wages for regular
27 hours worked and/or overtime premium pay for overtime hours worked during the applicable
28 statutory period.

1 38. Section 4 of IWC Wage Order No. 4 provides in pertinent part: “(A) Except as
2 provided in Subdivision (E) of this section, every employer shall pay to each employee wages
3 not less than the following: (1) All employers, regardless of the number of employees, shall pay
4 to each employee: (a) Sixteen dollars and fifty cents (\$16.50) per hour for all hours worked,
5 effective January 1, 2025; (b) Sixteen dollars (\$16.00) per hour for all hours worked, effective
6 January 1, 2024; (c) Fifteen dollars and fifty cents (\$15.50) per hour for all hours worked,
7 effective January 1, 2023;.... (B) Every employer shall pay to each employee, on the established
8 payday for the period involved, not less than the applicable minimum wage for all hours worked
9 in the payroll period, whether the remuneration is measured by time, piece, commission, or
10 otherwise.”

11 39. Section 2(L) of IWC Wage Order No. 4 defines “Hours worked” as “the time
12 during which an employee is subject to the control of an employer, and includes all the time the
13 employee is suffered or permitted to work, whether or not required to do so. Within the health
14 care industry, the term ‘hours worked’ means the time during which an employee is suffered or
15 permitted to work for the employer, whether or not required to do so, as interpreted in
16 accordance with the provisions of the Fair Labor Standards Act.”

17 40. In California, employees must be paid at least the then applicable state minimum
18 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
19 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
20 timely pay its employees for all hours worked. Defendants failed to do so.

21 41. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
22 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
23 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

24 42. The minimum wage provisions of California Labor Code are enforceable by
25 private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any
26 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
27 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
28 action the unpaid balance of the full amount of this minimum wage or overtime compensation,

1 including interest thereon, reasonable attorney's fees and costs of suit."

2 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
3 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
4 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
5 Orders, entitle non-exempt employees to an amount equal to or greater than the minimum wage
6 for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this
7 rate may be used as a credit against a minimum wage obligation.

8 44. In committing these violations of the California Labor Code, Defendants
9 inaccurately recorded, or calculated the correct time worked and consequently underpaid the
10 actual time worked by Plaintiffs and other Aggrieved Employees. Defendants acted in an illegal
11 attempt to avoid the payment of all earned wages, and other benefits in violation of the
12 California Labor Code, the Industrial Welfare Commission requirements and other applicable
13 laws and regulations. As a result of these violations, Defendant also failed to timely pay all
14 wages earned in accordance with California Labor Code § 1194.

15 45. California Labor Code § 1194.2 also provides for the following remedies: "In any
16 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
17 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

19 46. In addition to restitution for all unpaid wages, pursuant to California Labor Code
20 § 1197.1, Plaintiffs and Aggrieved Employees are entitled to recover a penalty of \$100.00 for
21 the initial failure to timely pay each employee minimum wages, and \$250.00 for each
22 subsequent failure to pay each employee minimum wages.

23 47. Pursuant to California Labor Code § 1194.2, Plaintiffs and Aggrieved Employees
24 are further entitled to recover liquidated damages in an amount equal to wages unlawfully
25 unpaid and interest thereon.

26 48. Labor Code § 1198 also requires that: "The maximum hours of work and the
27 standard conditions of labor fixed by the commission shall be the maximum hours of work and
28 the standard conditions of labor for employees. The employment of any employee for longer

1 hours than those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
3 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
4 of the provisions for which a representative PAGA action may be commenced under Labor Code
5 § 2699.3.

6 49. Additionally, Labor Code § 1199 provides that: “Every employer or other person
7 acting either individually or as an officer, agent, or employee of another person is guilty of a
8 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who
9 does any of the following: (a) Requires or causes any employee to work for longer hours than
10 those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or
11 causes to be paid to any employee a wage less than the minimum fixed by an order of the
12 commission....”

13 50. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
14 follows: “(A) In addition to any other civil penalties provided by law, any employer or any other
15 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
16 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
17 underpaid employee for each pay period during which the employee was underpaid in addition
18 to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
19 for each underpaid employee for each pay period during which the employee was underpaid in
20 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee
21 shall receive payment of all wages recovered.”

22 51. Defendants have the ability to pay minimum wages for all time worked and have
23 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
24 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

25 52. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
26 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
27 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
28 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay

1 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend
2 beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is
3 two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following
4 are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
5 finding or determination to the employer that its policy or practice giving rise to the violation was
6 unlawful. (ii) The Court determines that the employer's conduct giving rise to the violation was
7 malicious, fraudulent, or oppressive."

8 53. Defendants' conduct, as alleged herein, violates the aforementioned regulations
9 because Defendants failed to properly compensate Plaintiffs and other aggrieved non-exempt
10 employees applicable minimum wages and contractually agreed upon wages for all hours they
11 were required to work and remain under Defendants' control.

12 54. As a direct and proximate result of the Defendants' unlawful acts, as alleged in
13 detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and
14 continue to be deprived, of minimum wages and all wages owed for all hours they worked.

15 55. As such, Defendants are liable for PAGA penalties resulting from their failure to
16 provide Plaintiffs and the other Aggrieved Employees minimum wages and all wages owed for
17 all hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this
18 representative action, all civil and statutory penalties authorized for violations of California
19 Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(G), 4, and 20 of the
20 applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and
21 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
22 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

23 56. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3.
24 For the purposes of this cause of action, recovery of civil penalties will include the recovery of
25 underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and
26 subject to Court approval.

27 ///

28 ///

SECOND CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES AND
OVERTIME UNDER LABOR CODE § 510
(Against All Defendants)

57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

58. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Division of Labor Standards and Enforcement.

59. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work, as addressed above.

60. Similar to Labor Code § 510, Section 3(A) of IWC Wage Order No. 7 also provides: “(A) Daily Overtime-General Provisions (1) The following overtime provisions are applicable to employees 18 years of age or over... Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in any workweek unless the employee receives one and one half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible

provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek..."

61. Defendants had a consistent policy of violating these provisions by not paying Employees wages for all hours worked, including requiring off the clock work as addressed and operating under an invalid or unenforceable alternative workweek election leading to at least four hours of unpaid overtime wages per shift. Specifically, Defendants required Plaintiff and Aggrieved Employees to work without compensation by answering work-related text messages, as part of their duties under Defendants' employ, for which they were never compensated, and performing work while clocked out for meal periods as alleged in the **September 4, 2025** and **September 22, 2025** Notices to the LWDA.

62. Defendants had a consistent policy of violating these provisions by not paying Employees wages for all hours worked, including requiring off the clock work and under-reporting actual hours worked.

63. Defendants, and each of them, have intentionally and improperly required Plaintiffs and the Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Plaintiffs and the Aggrieved Employees all earned and owed straight time and overtime and double time wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties. Moreover, Defendants required Plaintiffs and Aggrieved Employees to work without compensation by answering work-related text messages, as part of

1 their duties under Defendants' employ, for which they were never compensated, and performing
2 work while clocked out for meal periods. Therefore, Employees were not properly compensated,
3 nor were they paid overtime rates for hours worked in excess of eight hours in a given day,
4 and/or forty hours in a given week. Based on information and belief, Defendants did not make
5 available to Employees a reasonable protocol for correcting time records when Employees
6 worked overtime hours or to fix incorrect time entries. Defendants have also violated these
7 provisions by requiring Plaintiffs and other similarly situated Aggrieved Employees to work
8 through meal periods when they were required to be clocked out or to otherwise work off the
9 clock to complete their daily job duties as alleged in the **September 4, 2025** and **September 22,**
10 **2025** Notices to the LWDA.

11 64. Defendants' failure to pay Plaintiffs and the Aggrieved Employees the unpaid
12 balance of regular wages owed and overtime compensation, as required by California law,
13 violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

14 65. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable PAGA civil
15 penalties and remedies for each Aggrieved Employee for each pay period in the applicable
16 statute of limitations in which the Aggrieved Employee was not paid at the correct overtime rate
17 for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

18 66. The Private Attorneys General Act of 2004 ("PAGA") provides that:

19 ... an aggrieved employee may recover the civil penalty described in
20 subdivision (f) and may be awarded injunctive relief in a civil action
21 pursuant to the procedures specified in Section 2699.3 filed on behalf of
22 the employee and other current or former employees against whom a
23 violation of the same provision was committed. Any employee who
24 prevails in any action shall be entitled to an award of reasonable attorney's
25 fees and costs, including any filing fee paid pursuant to subparagraph (B)
26 of paragraph (1) or subdivision (a) or subparagraph (B) of paragraph (1) of
27 subdivision (c) of Section 2699.3. Nothing in this part shall operate to
28 limit an employee's right to pursue or recover other remedies available
under state or federal law, either separately or concurrently with an action
taken under this part.

California Labor Code § 2699(k)(1).

67. Plaintiffs are "aggrieved employee(s)" under the PAGA, as they were employed

1 by Defendants during the applicable statutory period and personally suffered each of the
2 California Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on
3 behalf of themselves and all other current and former aggrieved non-exempt employees, as
4 defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and
5 costs.

6 68. Plaintiffs, by virtue of the Notice correspondence dated **September 4, 2025** and
7 **September 22, 2025**, attached hereto as **Exhibit A** and **Exhibit B**, have satisfied all
8 prerequisites to serve as representatives of the general public to enforce California's labor laws,
9 including without limitation, the penalty provisions identified in California Labor Code §
10 2699.5. Because the LWDA took no steps within the applicable time period required to
11 intervene, and because Defendants took no corrective actions to remedy the allegations set forth
12 above, Plaintiffs, as representatives of the people of the State of California, will seek, and hereby
13 do seek, any and all civil penalties otherwise capable of being collected by the Labor
14 Commission and/or the Department of Labor Standards Enforcement ("DLSE").

15 69. Any civil penalties recovered herein will be distributed in accordance with the
16 PAGA, with at least 65% of the penalties recovered being reimbursed to the State of California
17 and the LWDA, where applicable. *See* Labor Code § 2699(m).

18 70. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that
19 arise from the policies, practices and business acts of Defendants to the extent provided by law
20 as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of
21 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.
22 Labor Code § 558 provides in pertinent part:

23 (a) Any employer or other person acting on behalf of an employer
24 who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial
26 Welfare Commission shall be subject to a civil penalty as follows: (1) For
27 any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

1 (c) The civil penalties provided for in this section are in addition to
2 any other civil or criminal penalty provided by law.

3 71. Section 2(L) of IWC Wage Order No. 4 defines “Hours worked” as “the time
4 during which an employee is subject to the control of an employer, and includes all the time the
5 employee is suffered or permitted to work, whether or not required to do so. Within the health
6 care industry, the term ‘hours worked’ means the time during which an employee is suffered or
7 permitted to work for the employer, whether or not required to do so, as interpreted in
8 accordance with the provisions of the Fair Labor Standards Act.”

9 72. In California, employees must be paid at least the then applicable state minimum
10 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
11 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
12 timely pay its employees for all hours worked. Defendants failed to do so. Defendants’ failure to
13 pay compensation in a timely fashion also constituted a violation of California Labor Code §
14 204, which requires that all wages shall be paid semimonthly. During the liability period,
15 Defendants have failed to pay all wages and overtime compensation earned by Aggrieved
16 Employees, and each such failure to make a timely payment of compensation to Employees
17 constitutes a separate violation of California Labor Code § 204.

18 73. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
19 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
20 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

21 74. The minimum wage provisions of California Labor Code are enforceable by
22 private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any
23 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
24 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
25 action the unpaid balance of the full amount of this minimum wage or overtime compensation,
26 including interest thereon, reasonable attorney’s fees and costs of suit.”

27 75. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
28 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,

1 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
2 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage
3 for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this
4 rate may be used as a credit against a minimum wage obligation.

5 76. In committing the above addressed violations of the California Labor Code,
6 Defendants inaccurately recorded, or required Plaintiffs and the Aggrieved Employees to input
7 times that did not reflect their actual hours worked, or calculated the incorrect time worked and
8 consequently underpaid the actual time worked by Plaintiffs and other Aggrieved Employees.
9 Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other
10 benefits in violation of the California Labor Code, the Industrial Welfare Commission
11 requirements and other applicable laws and regulations. As a result of these violations,
12 Defendants also failed to timely pay all wages earned in accordance with California Labor Code
13 § 1194.

14 77. California Labor Code § 1194.2 also provides for the following remedies: “In any
15 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
16 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

18 78. In addition to restitution for all unpaid wages, pursuant to California Labor Code
19 § 1197.1, Plaintiffs and Aggrieved Employees are entitled to recover a penalty of \$100.00 for
20 the initial failure to timely pay each employee minimum wages, and \$250.00 for each
21 subsequent failure to pay each employee minimum wages.

22 79. Pursuant to California Labor Code § 1194.2, Plaintiffs and Aggrieved Employees
23 are further entitled to recover liquidated damages in an amount equal to wages unlawfully
24 unpaid and interest thereon.

25 80. Labor Code § 1198 also requires that: “The maximum hours of work and the
26 standard conditions of labor fixed by the commission shall be the maximum hours of work and
27 the standard conditions of labor for employees. The employment of any employee for longer
28 hours than those fixed by the order or under conditions of labor prohibited by the order is

1 unlawful.” Labor Code § 1198 therefore provides a basis in the Labor Code to recover for
2 violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one
3 of the provisions for which a representative PAGA action may be commenced under Labor Code
4 § 2699.3.

5 81. Additionally, Labor Code § 1199 provides that: “Every employer or other person
6 acting either individually or as an officer, agent, or employee of another person is guilty of a
7 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who
8 does any of the following: (a) Requires or causes any employee to work for longer hours than
9 those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or
10 causes to be paid to any employee a wage less than the minimum fixed by an order of the
11 commission....”

12 82. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
13 follows: “(A) In addition to any other civil penalties provided by law, any employer or any other
14 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
15 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
16 underpaid employee for each pay period during which the employee was underpaid in addition
17 to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
18 for each underpaid employee for each pay period during which the employee was underpaid in
19 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee
20 shall receive payment of all wages recovered.”

21 83. Defendants have the ability to pay overtime wages for all time worked and have
22 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
23 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

24 84. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
25 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
26 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
27 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay
28 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend

beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The Court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive."

85. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

86. As a direct and proximate result of the Defendants' unlawful acts, as alleged in detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and continue to be deprived, of overtime wages owed for all hours they worked.

87. As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide Plaintiffs and the other Aggrieved Employees overtime and premium wages for all hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(G), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

88. Plaintiffs have fully complied with the procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

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THIRD CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY
UNDER LABOR CODE §§ 512, 226.7
(Against All Defendants)

89. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

90. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

91. Similar to Labor Code § 512, Section 11(A)-(D) of Wage Order No. 4 provides that: “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. ... (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided. ... (D) Notwithstanding any other provision of this order, employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods. In order to be valid, any such waiver must be documented in a written agreement that is voluntarily signed by both the employee and the employer. ... The employee shall be fully compensated for all working time, including any on-the-job meal period, while such a waiver is in effect.”

92. Defendants failed to provide Aggrieved Employees with meal periods as required under the Labor Code. Aggrieved Employees were often required to work or to otherwise remain

1 under Defendants' control during meal periods or Defendants provided them after Aggrieved
2 Employees worked beyond the fifth hour of their shifts. Specifically, Plaintiffs and Aggrieved
3 Employees were not permitted to leave Defendants' premises during meal periods. Aggrieved
4 Employees had to be relieved in order to take their meal breaks and if no one was available to
5 relieve them, due to understaffing or otherwise, Aggrieved Employees had to take their meal
6 periods late or work through them. Aggrieved Employees otherwise had meal periods shortened
7 and interrupted by work demands and requirements. Aggrieved Employees were also required to
8 keep their cell phone on during meal periods and monitor and respond to them. Plaintiffs and
9 Aggrieved Employees would be interrupted on their meal periods with meetings, emergencies, and
10 work-related text messages. Furthermore, upon information and belief, on the occasions when
11 Employees worked more than ten (10) hours in a given shift, they did so without receiving a
12 second uninterrupted thirty (30) minute meal period, as required by law.

13 93. Defendants thus failed to provide Plaintiff and the Aggrieved Employees with
14 meal periods as required by the Labor Code, including by not providing them with the opportunity
15 to take meal breaks, by providing them late or for less than thirty (30) minutes, or by requiring
16 them to perform work during breaks.

17 94. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
19 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
20 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
21 pay at the employee's regular rate of compensation for each workday that the meal period is not
22 provided. Defendants failed to compensate Employees for each meal period not provided or
23 inadequately provided, as required under Labor Code § 226.7.

24 95. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs
25 and other aggrieved non-exempt employees lawful off-duty unpaid meal periods, as well as
26 corresponding premium pay for denied meal periods, during the applicable statutory period.

27 96. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from
28 the policies, practices and business acts of Defendants to the extent provided by law as a

1 Representative Action, including reasonable attorneys' fees and costs, and underpayment of
2 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

3 Labor Code § 558 provides in pertinent part:

4 (a) Any employer or other person acting on behalf of an employer
5 who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial
7 Welfare Commission shall be subject to a civil penalty as follows: (1) For
8 any initial violation, fifty dollars (\$50) for each underpaid employee for
9 each pay period for which the employee was underpaid in addition to an
10 amount sufficient to recover underpaid wages. (2) For each subsequent
11 violation, one hundred dollars (\$100) for each underpaid employee for
12 each pay period for which the employee was underpaid in addition to an
13 amount sufficient to recover underpaid wages. (3) Wages recovered
14 pursuant to this section shall be paid to the affected employee....

15 (c) The civil penalties provided for in this section are in addition to
16 any other civil or criminal penalty provided by law.

17 97. Section 2(L) of IWC Wage Order No. 4 defines "Hours worked" as "the time
18 during which an employee is subject to the control of an employer, and includes all the time the
19 employee is suffered or permitted to work, whether or not required to do so. Within the health care
20 industry, the term 'hours worked' means the time during which an employee is suffered or
21 permitted to work for the employer, whether or not required to do so, as interpreted in accordance
22 with the provisions of the Fair Labor Standards Act."

23 98. Labor Code § 1198 also requires that: "The maximum hours of work and the
24 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
25 standard conditions of labor for employees. The employment of any employee for longer hours
26 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
27 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
28 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
for which a representative PAGA action may be commenced under Labor Code § 2699.3.

99. Premium pay for denied lawful meal and rest periods is considered a "wage"
rather than a penalty. *See Murphy v. Kennefth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

100. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that

1 arise from the policies, practices, and business acts of Defendants to the extent provided by law as
2 a Representative Action, including reasonable attorneys' fees and costs, and underpayment of
3 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

4 101. Upon information and belief, Plaintiffs and other aggrieved non-exempt
5 employees did not enter into legally binding written agreements with Defendants agreeing to "on-
6 duty" meal periods, or waiving "off duty" meal periods. Nor does the nature of their work prevent
7 the Aggrieved Employees from being relieved of all duties during meal periods. To the contrary,
8 any inability to take uninterrupted off-duty meal periods was, and is, attributable solely to
9 Defendants' own insufficient staffing models, rather than the general nature of the work performed
10 by Plaintiffs and other Aggrieved Employees.

11 102. Labor Code § 2699(f)(2) states: "For all provisions of this code except those
12 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
13 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
14 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay
15 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend
16 beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is
17 two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following
18 are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
19 finding or determination to the employer that its policy or practice giving rise to the violation was
20 unlawful. (ii) The Court determines that the employer's conduct giving rise to the violation was
21 malicious, fraudulent, or oppressive."

22 103. Defendants' conduct, as alleged herein, violates the aforementioned regulations
23 because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt
24 employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory
25 period. Defendants also systematically denied Plaintiffs and other Aggrieved Employees proper
26 premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were
27 denied an unpaid, off-duty 30-minute meal period.

28 104. As such, Defendants are liable for PAGA penalties resulting from their failure to

provide Plaintiffs and other aggrieved non-exempt employees lawful meal periods and the corresponding meal period premium pay. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

105. Aggrieved employees may recover penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

FOURTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER

LABOR CODE §§ 226.7, 512

(Against All Defendants)

106. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

107. Section 12(A)-(B) of IWC Wage Order No. 4 instructs that: “(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for

1 each workday that the rest period is not provided.”

2 108. Labor Code § 226.7 further instructs that: “(b) An employer shall not require an
3 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
4 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,... (c) If
5 an employer fails to provide an employee a meal or rest or recovery period in accordance with a
6 state law,... the employer shall pay the employee one additional hour of pay at the employee’s
7 regular rate of compensation for each workday that the meal or rest or recovery period is not
8 provided. (d) A rest or recovery period mandated pursuant to a state law,... shall be counted as
9 hours worked, for which there shall be no deduction from wages....”

10 109. Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders thus
11 provide that employers must authorize and permit all employees to take rest periods at the rate of
12 ten (10) minutes net rest time per four (4) work hours.

13 110. Employees consistently worked consecutive four (4) hour shifts and were
14 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
15 authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC
16 Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each
17 consecutive four (4) hour shift, and Defendants failed to provide Employees with timely rest
18 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were
19 often required to work or to otherwise remain under Defendants’ control during rest periods, and
20 had breaks provided untimely. Specifically, Plaintiffs and Aggrieved Employees had to be relieved
21 in order to take their rest breaks. If no one was available to relieve them, Aggrieved Employees
22 had to work through their rest breaks or take them untimely. Plaintiffs and Aggrieved Employees
23 also had to keep their cell phones on and monitor and respond to them during rest breaks. As a
24 result, what rest breaks were provided were often interrupted due to meetings, emergencies, and
25 work-related text messages. Aggrieved Employees were also not permitted to leave Defendants’
26 premises on rest breaks. Defendants, and each of them, have therefore intentionally and
27 improperly denied rest periods to Plaintiffs and the Aggrieved Employees in violation of Labor
28 Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

1 111. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from
2 the policies, practices and business acts of Defendants to the extent provided by law as a
3 Representative Action, including reasonable attorneys' fees and costs, and underpayment of
4 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.
5 Labor Code § 558 provides in pertinent part:

6 (a) Any employer or other person acting on behalf of an employer
7 who violates, or causes to be violated, a section of this chapter or any
8 provision regulating hours and days of work in any order of the Industrial
9 Welfare Commission shall be subject to a civil penalty as follows: (1) For
10 any initial violation, fifty dollars (\$50) for each underpaid employee for
11 each pay period for which the employee was underpaid in addition to an
12 amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

13 (c) The civil penalties provided for in this section are in addition to
14 any other civil or criminal penalty provided by law.

15 112. Section 2(L) of IWC Wage Order No. 4 defines "Hours worked" as "the time
16 during which an employee is subject to the control of an employer, and includes all the time the
17 employee is suffered or permitted to work, whether or not required to do so. Within the health
18 care industry, the term 'hours worked' means the time during which an employee is suffered or
19 permitted to work for the employer, whether or not required to do so, as interpreted in
20 accordance with the provisions of the Fair Labor Standards Act."

21 113. Labor Code § 1198 also requires that: "The maximum hours of work and the
22 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
23 standard conditions of labor for employees. The employment of any employee for longer hours
24 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
25 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
26 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
27 for which a representative PAGA action may be commenced under Labor Code § 2699.3.
28

1 114. Premium pay for denied lawful meal and rest periods is considered a “wage”
2 rather than a penalty. *See Murphy v. Kennefth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

3 115. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
4 policies, practices, and business acts of Defendants to the extent provided by law as a
5 Representative Action, including reasonable attorneys’ fees and costs, and underpayment of wages
6 as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

7 116. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
8 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
9 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
10 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay
11 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend
12 beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is
13 two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following
14 are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
15 finding or determination to the employer that its policy or practice giving rise to the violation was
16 unlawful. (ii) The Court determines that the employer’s conduct giving rise to the violation was
17 malicious, fraudulent, or oppressive.”

18 117. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
19 because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt
20 employees with lawful uninterrupted off-duty, net ten-minute rest periods throughout the
21 applicable statutory period. Defendants also systematically denied Plaintiffs and other Aggrieved
22 Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each
23 work shift they were denied one of their lawfully entitled rest periods.

24 118. As such, Defendants are liable for PAGA penalties resulting from their failure to
25 provide Plaintiffs and other aggrieved non-exempt employees lawful rest periods and the
26 corresponding rest period premium pay. Accordingly, Plaintiffs are entitled to recover, and hereby
27 seek through this Representative Action, all civil and statutory penalties authorized for violations
28 of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the applicable

1 IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable
2 under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also
3 attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

4 119. Aggrieved Employees may recover penalties for denied rest periods under the
5 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
6 hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified
7 in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will
8 therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3),
9 in an amount according to proof and subject to Court approval.

10 **FIFTH CAUSE OF ACTION**

11 **PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE NECESSARY**
12 **BUSINESS EXPENSES UNDER LABOR CODE § 2802**

13 **(Against All Defendants)**

14 120. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth
15 in full herein.

16 121. Plaintiffs are informed and believe and based thereon allege that throughout the
17 period applicable, Defendants required Plaintiffs and the Aggrieved Employees to pay for
18 necessary work related expenses they incurred in performing their daily job duties, as addressed
19 above, and such expenses were necessary for performing those duties. Specifically, Plaintiffs and
20 the Aggrieved Employees were required to use their cell phones phone in performing their daily
21 job duties and were not reimbursed for the cost of cell phone usage. Plaintiffs and the Aggrieved
22 Employees were not reimbursed for those lawful and necessary work related expenses or losses
23 incurred in direct discharge of their job duties during employment with Defendants and at the
24 direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage
25 Orders, paragraph 9.

26 122. Labor Code § 2802 provides that: "(a) An employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,...

1 (b) All awards made by a court or by the Division of Labor Standards Enforcement for
2 reimbursement of necessary expenditures under this section shall carry interest at the same rate as
3 judgments in civil actions. Interest shall accrue from the date on which the employee incurred the
4 necessary expenditure or loss. (c) For purposes of this section, the term “necessary expenditures or
5 losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by
6 the employee enforcing the rights granted by this section....”

7 123. Defendants’ knowing and willful failure to reimburse lawful necessary work
8 related expenses and losses to Plaintiffs and the Aggrieved Employees resulted in damages and
9 losses because, among other things, Defendants did not inform employees of their right to be
10 reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff
11 and the Aggrieved Employees with regard to their rights, Plaintiffs and the Aggrieved Employees
12 were led to believe that incurring those lawful and necessary expenses was an expected and
13 essential function of their employment with Defendants and that failure to incur those expenses
14 would have adverse consequences on their employment.

15 124. Labor Code § 2699(f)(2) states that: “For all provisions of this code except those
16 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
17 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
18 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay
19 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend
20 beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is
21 two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following
22 are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
23 finding or determination to the employer that its policy or practice giving rise to the violation was
24 unlawful. (ii) The Court determines that the employer’s conduct giving rise to the violation was
25 malicious, fraudulent, or oppressive.”

26 125. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee
27 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
28 Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,

1 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
2 2699.3 apply to any alleged violation of the following provisions among the provisions of the
3 Code that allow for recovery of civil penalties pursuant to the PAGA.

4 126. As such, Defendants are liable for PAGA penalties resulting from their failure to
5 reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly,
6 Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and
7 statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and
8 Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory
9 penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys’
10 fees and costs pursuant to Labor Code § 2699(k)(1).

11 **SIXTH CAUSE OF ACTION**

12 **PENALTIES UNDER THE PAGA FOR FAILURE TO PROVIDE ACCURATE**
13 **ITEMIZED WAGE STATEMENTS UNDER LABOR CODE § 226(a) AND KEEP**
14 **ACCURATE PAYROLL RECORDS UNDER LABOR CODE § 1174**

15 **(Against All Defendants)**

16 127. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth
17 in full herein.

18 128. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs
19 and the other Aggrieved Employees accurate itemized wage statements during the applicable
20 statutory period.

21 129. California Labor Code § 226(a) requires an employer to furnish each of his or her
22 employees with an accurate, itemized statement in writing showing the gross and net earnings,
23 total hours worked, and the corresponding number of hours worked at each hourly rate; these
24 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
25 serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these
26 statements may be given to the employee separately from the payment of wages; in either case the
27 employer must give the employee these statements twice a month or each time wages are paid.

28 130. Similarly, Sections 7(A)-(B) of IWC Wage Order No. 4 provide: “(A) Every

1 employer shall keep accurate information with respect to each employee including the following:
2 (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18
3 years, and designation as a minor. (3) Time records showing when the employee begins and ends
4 each work period. Meal periods, split shift intervals and total daily hours worked shall also be
5 recorded. Meal periods during which operations cease and authorized rest periods need not be
6 recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other
7 compensation actually furnished to the employee. (5) Total hours worked in the payroll period and
8 applicable rates of pay. This information shall be made readily available to the employee upon
9 reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an
10 explanation of the incentive plan formula shall be provided to employees. An accurate production
11 record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time
12 of each payment of wages furnish each employee, either as a detachable part of the check, draft, or
13 voucher paying the employee's wages, or separately, an itemized statement in writing showing:
14 (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the
15 name of the employee or the employee's social security number; and (4) the name of the
16 employer, provided all deductions made on written orders of the employee may be aggregated and
17 shown as one item."

18 131. Sections 7(C) of IWC Wage Order No. 4 further requires that: "All required
19 records shall be in the English language and in ink or other indelible form, properly dated,
20 showing month, day, and year and shall be kept on file by the employer for at least three years at
21 the place of employment or at a central location within the State of California. An employee's
22 records shall be available for inspection by the employee upon reasonable request."

23 132. Labor Code § 226.3 also instructs that: "Any employer who violates subdivision
24 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
25 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per
26 employee for each violation in a subsequent citation, for which the employer fails to provide the
27 employee a wage deduction statement or fails to keep the records required in subdivision (a) of
28 Section 226. The civil penalties provided for in this section are in addition to any other penalty

1 provided by law.”

2 133. Defendants failed to provide Employees with accurate itemized wage statements
3 in writing, as required by the Labor Code. The wage statements provided to Employees were
4 confusing and required Employees to engage in discovery and refer to outside sources to verify
5 whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved
6 Employees. Specifically, the wage statements failed to account for unpaid wages and overtime
7 due to off the clock work, namely when Employees were required respond to work-related text
8 messages off-the-clock and work performed while clocked out for meal periods. Additionally, the
9 wage statements given to Employees failed to accurately account for premium pay for deficiently
10 provided meal periods and rest breaks, as discussed above. Throughout the liability period,
11 Defendants intentionally failed to furnish to Plaintiffs and the Aggrieved Employees, upon each
12 payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours
13 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
14 paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the
15 period for which the employee is paid, (7) the name of the employee and only the last four digits
16 of his or her social security number or an employee identification number other than a social
17 security number, (8) the name and address of the legal entity that is the employer and (9) all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other
20 statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiffs and the
21 Aggrieved Employees with such timely and accurate wage and hour statements.

22 134. Plaintiffs and the Aggrieved Employees suffered injury as a result of
23 Defendants’ knowing and intentional failure to provide them with the wage and hour statements
24 as required by law and are presumed to have suffered injury and are entitled to penalties under
25 Labor Code § 226(e), as the Defendants have failed to provide a wage statement, failed to provide
26 accurate and complete information as required by any one or more of items Labor Code § 226
27 (a)(1) to (9), inclusive, and the Plaintiffs and Aggrieved Employees cannot promptly and easily
28 determine from the wage statement alone one or more of the following: (i) The amount of the

1 gross wages or net wages paid to the employee during the pay period or any of the other
2 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
3 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
4 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
5 address of the employer and, (iv) The name of the employee and only the last four digits of his or
6 her social security number or an employee identification number other than a social security
7 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
8 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
9 without reference to other documents or information.

10 135. Therefore, as a direct and proximate cause of Defendants’ violations of Labor
11 Code § 226(a), Employees suffered injuries, including among other things confusion over
12 whether they received all wages owed them and the total numbers of hours they worked in a pay
13 period, the difficulty and expense involved in reconstructing pay records, and forcing them to
14 make mathematical computations to analyze whether the wages paid in fact compensated them
15 correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: “An employee
16 suffering injury as a result of a knowing and intentional failure by an employer to comply with
17 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
18 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
19 each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
20 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

21 136. In addition to these statutory penalties under Section 226(e), Plaintiffs also seek
22 civil penalties under the PAGA against Defendants for providing inaccurate wage statements and
23 also for failure to maintain accurate employee records during the applicable statutory period.

24 137. To this end, Labor Code § 1174 provides that: “Every person employing labor in
25 this state shall: ... (c) Keep a record showing the names and addresses of all employees employed
26 and the ages of all minors. (d) Keep, at a central location in the state or at the plants or
27 establishments at which employees are employed, payroll records showing the hours worked
28 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable

1 piece rate paid to, employees employed at the respective plants or establishments. These records
2 shall be kept in accordance with rules established for this purpose by the commission, but in any
3 case shall be kept on file for not less than three years...”

4 138. Labor Code § 1174.5 further provides that: “Any person employing labor who
5 willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and
6 complete records required by subdivision (d) of Section 1174, or to allow any member of the
7 commission or employees of the division to inspect records pursuant to subdivision (b) of Section
8 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

9 139. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from
10 the policies, practices and business acts of Defendants to the extent provided by law as a
11 Representative Action, including reasonable attorneys’ fees and costs, and underpayment of
12 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

13 140. As alleged in more detail above, Defendants violated the above statutes by
14 failing to maintain accurate payroll records showing the hours worked daily by, and the wages
15 paid to, Plaintiffs and other aggrieved non-exempt employees. Defendants’ payroll records
16 pertaining to Plaintiffs and other aggrieved non-exempt employees fail to accurately reflect all
17 regular and overtime hours worked, overtime hourly rates, actual gross wages and net wages
18 earned, meal periods, and premium wages owed for denied lawful meal and rest periods.

19 141. Labor Code § 2699(f)(2) states that:

20 For all provisions of this code except those for which a civil penalty is specifically
21 provided, there is established a civil penalty for a violation of these provisions, as
22 follows ... (2) If, at the time of the alleged violation, the person employs one or
23 more employees, the civil penalty is as follows: (A) one hundred dollars (\$100) for
24 each aggrieved employee per pay period, except that: (i) If, at the time of the
25 alleged violation, the person employs one or more employees, and the alleged
26 violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of
27 subdivision (a) of Section 226, the only civil penalty applicable under this part is
28 twenty-five dollars (\$25) for each aggrieved employee per pay period if the
employee could promptly and easily determine from the wage statement alone the
accurate information specified by subdivision (a) of Section 226. If the alleged
violation is of paragraph (8) of subdivision (a) of Section 226, the civil penalty
applicable under this part for the violation is twenty-five dollars (\$25) for each
aggrieved employee per pay period if the employee would not be confused or
misled about the correct identity of their employer or, if their employer is a farm
labor contractor, the legal entity that secured the services of that employer. ...

1
2 142. Labor Code § 1198 also requires that: “The maximum hours of work and the
3 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
4 standard conditions of labor for employees. The employment of any employee for longer hours
5 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
6 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
7 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
8 for which a representative PAGA action may be commenced under Labor Code § 2699.3.

9 143. As such, Defendants are liable for PAGA penalties resulting from their failure to
10 provide accurate itemized wage statements to Plaintiffs and the Aggrieved Employees and failure
11 to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§
12 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
13 Order(s), and Plaintiffs seek all civil and statutory penalties and wages available and applicable
14 under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also attorneys’ fees and
15 costs pursuant to Labor Code § 2699(k)(1).

16 144. Plaintiffs have fully complied with the procedures specified in Labor Code §
17 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also
18 include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

19 **SEVENTH CAUSE OF ACTION**

20 **PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY PAY ALL WAGES**

21 **OWED IN VIOLATION OF LABOR CODE §§ 203, 204**

22 **(Against All Defendants)**

23 145. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth
24 in full herein.

25 146. Plaintiffs and numerous Aggrieved Employees are no longer employed by
26 Defendants; they either quit Defendants’ employ or were fired therefrom. Plaintiffs seek civil
27 penalties against Defendants for their failure to timely pay Plaintiffs and the Aggrieved Employee
28 all wages owed during the applicable statutory period. Defendants failed to pay these Employees

1 all wages due and certain at the time of termination or within seventy-two (72) hours of
2 resignation. The wages withheld from these Employees by Defendants remained due and owing
3 for more than thirty (30) days from the date of separation from employment.

4 147. Under Labor Code § 201, “(a) If an employer discharges an employee, the wages
5 earned and unpaid at the time of discharge are due and payable immediately....” Under Labor
6 Code § 202, “(a) If an employee not having a written contract for a definite period quits his or her
7 employment, his or her wages shall become due and payable not later than 72 hours thereafter,
8 unless the employee has given 72 hours previous notice of his or her intention to quit, in which
9 case the employee is entitled to his or her wages at the time of quitting.”

10 148. Labor Code § 203 further provides: “(a) If an employer willfully fails to pay,
11 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and
12 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall
13 continue as a penalty from the due date thereof at the same rate until paid or until an action
14 therefor is commenced; but the wages shall not continue for more than 30 days....”

15 149. Under Labor Code § 2926, “[a]n employee who is not employed for a specified
16 term and who is dismissed by his employer is entitled to compensation for services rendered up to
17 the time of such dismissal.” Also, under Labor Code § 2927, “[a]n employee who is not employed
18 for a specified term and who quits the service of his employer is entitled to compensation for
19 services rendered up to the time of such quitting.”

20 150. Labor Code § 204(a) also instructs that: “All wages, ...earned by any person in
21 any employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
24 during which the labor was performed, and labor performed between the 16th and the last day,
25 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
26 month.” Under Labor Code § 204(d), “[t]he requirements of this section shall be deemed satisfied
27 by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
28 more than seven calendar days following the close of the payroll period.” As detailed above,

1 Defendants maintained a consistently applied policy and practice of not paying all wages earned
2 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all
3 wages earned between the 16th and the last day of the month between the 1st and 10th day of the
4 following month. Defendants similarly failed to pay all wages earned by not more than seven
5 calendar days following the close of the payroll period.

6 151. Defendants failed to pay Plaintiffs and the Aggrieved Employees without
7 abatement, all wages as defined by applicable California law. Among other things, these
8 Employees were not paid all regular and overtime wages, including by Defendants failing to pay
9 for all hours worked or requiring off the clock work, and Defendants failed to pay premium wages
10 owed for unprovided meal periods and rest periods, as further detailed in this Complaint.
11 Defendants' failure to pay said wages within the required time was willful within the meaning of
12 Labor Code § 203.

13 152. All wages due and owing to Plaintiffs and the Aggrieved Employees, including as
14 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
15 wages required by Labor Code § 1194 and other sections became due and payable to each
16 employee in each pay period that he or she was not provided with a meal period or rest period or
17 paid straight or overtime wages to which he or she was entitled.

18 153. Under Labor Code § 210, "(a) In addition to, and entirely independent and apart
19 from, any other penalty provided in this article, every person who fails to pay the wages of each
20 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be
21 subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
22 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
23 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
24 amount unlawfully withheld."

25 154. Similarly, Section 20 of IWC Wage Order No. 4 addresses further penalties as
26 follows: "(A) In addition to any other civil penalties provided by law, any employer or any other
27 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
28 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each

1 underpaid employee for each pay period during which the employee was underpaid in addition to
2 the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00 for
3 each underpaid employee for each pay period during which the employee was underpaid in
4 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall
5 receive payment of all wages recovered.”

6 155. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
7 policies, practices and business acts of Defendants to the extent provided by law as a
8 Representative Action, including reasonable attorneys’ fees and costs, and underpayment of wages
9 as permitted by Labor Code § 558, as a separate civil penalty provided by the PAGA statute.

10 156. Defendants violated the above statutes by failing to promptly pay Plaintiffs and
11 other aggrieved non-exempt employees all earned wages due each and every pay period, as well as
12 immediately upon termination and/or within 72 hours upon resignation.

13 157. During the applicable statutory period, Defendants violated, and continue to
14 violate, California Labor Code § 204 and Section 20 of IWC Wage Order No. 4 by failing to
15 compensate Plaintiffs and other aggrieved hourly employee overtime premium wages for overtime
16 hours worked, premium pay for denied off-duty meal and rest periods (wages), and other wages
17 due to Plaintiffs and other Aggrieved Employees each pay period, as alleged in more detail herein.

18 158. Further, Defendants violated, and continue to violate, California Labor Code §§
19 201-204, 2926, and 2927 by failing to compensate employees, including Plaintiffs and other
20 Aggrieved Employees no longer working for Defendants, for services rendered up to the time of
21 dismissal or quitting.

22 159. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
23 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
24 of these provisions, as follows ... (A) One hundred dollars (\$100) for each aggrieved employee per
25 pay period, except that (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay
26 period if the alleged violation resulted from an isolated, nonrecurring event that did not extend
27 beyond the lesser of 30 consecutive days or four consecutive pay periods. (B) The civil penalty is
28 two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following

1 are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
2 finding or determination to the employer that its policy or practice giving rise to the violation was
3 unlawful. (ii) The Court determines that the employer's conduct giving rise to the violation was
4 malicious, fraudulent, or oppressive."

5 160. Defendants are liable for PAGA penalties resulting from their failure to timely
6 pay all wages owed to Plaintiffs and other Aggrieved Employees at the time of their termination of
7 separation from employment, and failure to timely pay all wages owed twice monthly.
8 Accordingly, Plaintiffs are entitled to recover, and hereby seek through this Representative Action,
9 all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201, 203, 204,
10 1197.5, 1198, 2926, and 2927, and Plaintiffs seek all civil penalties available and applicable, and
11 wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the
12 applicable IWC Wage Order(s), and also attorneys' fees and costs pursuant to Labor Code §
13 2699(k)(1).

14 161. Aggrieved Employees may recover penalties for Defendants' failure to timely
15 pay all wages owed, as the civil penalty under California Labor Code 558 applies to any provision
16 regulating hours and days of work in any Order, and Plaintiffs have fully complied with
17 procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of
18 civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code
19 §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

20 **RELIEF REQUESTED**

21 WHEREFORE, Plaintiffs pray for the following relief:

22 1. On the First Cause of Action: For recovery of all civil penalties for unpaid
23 minimum and regular wages for all hours worked during the applicable statutory period as
24 permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections
25 2(L), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties
26 available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,
27 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(m), with
28 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an

1 amount according to proof and subject to approval by the Court;

2 2. On the Second Cause of Action: For recovery of all civil penalties for unpaid
3 overtime and premium wages for all hours worked during the applicable statutory period as
4 permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(L), 4, and 20
5 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and
6 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
7 2699.5, with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees
8 in an amount according to proof and subject to approval by the Court;

9 3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant
10 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
11 to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and
12 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil and statutory
13 penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections
14 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code §
15 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
16 Employees in an amount according to proof and subject to approval by the Court.

17 4. On the Fourth Cause of Action: For recovery of all civil penalties for non-
18 compliant rest periods during the applicable statutory period and failure to pay one-hour of
19 premium wages to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7,
20 512, 558, and 1198, and Section 12(A)-(B) of the applicable IWC Wage Orders, including all civil
21 and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including
22 sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor
23 Code § 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
24 Employees in an amount according to proof and subject to approval by the Court.

25 5. On the Fifth Cause of Action: For recovery of all civil penalties for Defendants'
26 failure to reimburse all necessary business expenses incurred by Plaintiffs and the Aggrieved
27 Employees as permitted by Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable
28 IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor

Code §§ 2802 and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

6. On the Sixth Cause of Action: For recovery of all civil penalties for inaccurate wage statements Defendants provided to Plaintiffs and the Aggrieved Employees and failure to maintain employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A)-(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

7. On the Seventh Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for failing to timely pay all wages owed and to timely pay them to Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and 2927, including all civil and statutory penalties, and wages, available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

8. For reasonable attorneys' fees and costs of suit to the extent permitted under the PAGA and applicable Labor Code sections, including Labor Code § 2699(k)(1), in an amount according to proof and subject to Court approval.

9. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of California on readily calculable monies due to the extent provided by California law and authorized under the PAGA, in an amount according to proof;

10. For the Court to otherwise determine the appropriate remedy to compensate Plaintiffs and each Aggrieved Employee as required to promote fairness and justice; and

1 11. For such other and further relief as this Court may deem necessary, proper and/or
2 just.

7 DATED: November 26, 2025

D.LAW, INC.

8
9 By 
10 Roman Shkodnik
11 Emma Geesaman
12 Attorneys for Plaintiffs ALBERT TACLOB
13 and ELLA MOYSEYENKO and all similarly
14 aggrieved employees
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EXHIBIT A

September 4, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

U.S. Renal Care, Inc.
5851 Legacy Cir., Suite 900
Plano, TX 75024
Certified Mail Tracking Number: 9407 1111 0549 5885 3244 85

C T Corporation System
U.S. Renal Care, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9407 1111 0549 5885 3245 84

LWDA No. LWDA-CM-1123182-25

**Re: Labor Code § 2699 Penalties-PAGA Notice Letter to LWDA
*Taclob v. U.S. Renal Care, Inc.***

Gentlepersons:

This office represents Plaintiff Albert Taclob (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants U.S. Renal Care, Inc. and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be



assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants' location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees." Aggrieved Employees consistently worked at Defendants' behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates, including when operating under alternative workweek agreements. Specifically, Defendants failed to pay Aggrieved Employees for all time that they worked off-the-clock without compensation by answering work-related communications. The uncompensated time also includes the time Aggrieved Employees worked off-the-clock during meal periods. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Additionally, Plaintiff, and upon information and belief the other Aggrieved Employees, were required to work long hours, usually 12 hours per work shift. Plaintiff was scheduled to work at most 3 days a week, and 12 hours per day under an alternative workweek schedule. Plaintiff contends that Defendants failed to pay him at the required overtime rate for all hours over eight in a shift, or over forty in a week, which also impacted when he should have been paid at the double time rate and resulted in underpayment of double time. Plaintiff contends there was not an enforceable alternative work week election conducted for his facility, or if it was, it was improperly conducted and/or reported to the DIR's Alternative Workweek Elections Database. Specifically, no alternative workweek schedule was reported to the DIR's Alternative Workweek Elections Database. To the extent Plaintiff's facility and any other facilities in California were operating under a similarly invalid or ineffectual alternative workweek election, Plaintiff and



those similarly Aggrieved Employees were not paid at least four hours of overtime premium wages on every work shift for the hours between their eighth and twelfth worked.

By implementing policies, programs, practices, procedures, and protocols which resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above-described requirements to work off the clock, understatement of hours, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were provided meal periods beyond the fifth hour of work. Plaintiff and Employees had to be relieved in order to take their meal breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their meal breaks late or work through them. Additionally, Plaintiff and Aggrieved Employees were interrupted on meal periods by meetings and work-related text messages. Aggrieved Employees were also required to work in excess of ten (10) hours and twelve (12) hours a day, without ever receiving a second compliant meal period, all in violation of the Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid, duty-free rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, rest periods were provided untimely or not provided at all. Aggrieved Employees had to be relieved in order to take their rest breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their rest breaks late or work through them. Additionally, Aggrieved Employees were interrupted on their rest breaks with meetings and work-related text messages and were not permitted to leave Defendants' premises during rest periods.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, which were necessary to perform their duties under Defendants' employ and which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ.



Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and total hours worked as discussed above. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, including required off the clock work, to the detriment of Aggrieved Employees. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders 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 or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid



balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked off-the-clock by answering work-related communications. Employees also worked off-the-clock during meal periods without compensation. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.



Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees worked in excess of 8 hours a day and/or 40 hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Upon information and belief, the uncompensated time, discussed above including the time worked off-the-clock by answering work-related text messages and working while clocked out for meal periods caused Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages, which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate and overtime, including when operating under alternative workweek agreements as discussed above.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above. With work shifts requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as



the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code § 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with a timely meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, the meal periods that were provided were provided after the fifth hour of work. Aggrieved Employees had to be relieved in order to take their meal breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their meal breaks late or work through them. Aggrieved Employees were also interrupted on meal periods to attend meetings and with work-related text messages. Additionally, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day and in excess of twelve (12) hours a day, without ever receiving a second compliant meal period.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid and duty-free rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were provided rest breaks untimely or had to work through their rest breaks. Aggrieved Employees had to be relieved to take their rest breaks. If no one was available to relieve Aggrieved Employees, due to short staffing or otherwise, Aggrieved Employees had to take their rest breaks late or had to work through them. Aggrieved Employees were also interrupted on rest breaks due to meetings and work-related text messages, and were not permitted to leave Defendants' premises during rest breaks resulting in on-duty rest breaks.



Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants, including the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense



involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are 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) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a 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, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, etc., and failing to provide them with wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they



did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code §§ 204 and 226.

Given the above described off the clock work, Aggrieved Employees were not paid at the correct overtime rate for all hours they worked after eight hours into a shift or over forty in a work week and that they were not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage



statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:



(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a 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, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);



(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

We have been constrained to initially move forward with the filing of the Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter therefore provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against U.S. Renal Care, Inc. and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

A handwritten signature in black ink that reads "Roman Shkodnik". The signature is written in a cursive, flowing style.

Roman Shkodnik

Cc: Above listed U.S. Renal Care, Inc. by Certified Mail

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Attorneys for Plaintiff ALBERT TACLOB,
on behalf of himself and others similarly situated

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

ALBERT TACLOB, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

U.S. RENAL CARE, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ALBERT TACLOB (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by U.S. RENAL CARE, INC., a
8 Delaware corporation; and DOES 1 through 50 (all defendants being collectively referred to
9 herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
10 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
11 (IWC) and California Business & Professions Code, and seeks redress therefore.

12 2. Plaintiff is a resident of California and during the time period relevant to this
13 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
14 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
15 worked for Defendants in Placer County, and in other nonexempt positions, throughout California
16 and, and consistently worked at Defendants’ behest without being paid all wages due. More
17 specifically, Plaintiff and the other similarly situated Class members were employed by
18 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
19 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
20 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
21 subjected to the same policies and practices, and (3) endured similar violations at the hands of
22 Defendants as the other Employee Class members who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to perform work
24 while remaining under Defendants’ control while off-the-clock and during their meal and rest
25 breaks. Defendants thus failed to pay Plaintiff and the Class members for all hours worked, and
26 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
27 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
28

1 with lawful meal and rest periods, as employees were not provided with the opportunity to take
2 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

5 4. Plaintiff ALBERT TACLOB has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California.

8 **B. The Defendants**

9 5. Defendant U.S. RENAL CARE, INC. is a Delaware corporation with its principle
10 executive offices in Plano, Texas, and has been listed as the employer on the wage statements
11 issued to Plaintiff during the relevant time period. U.S. RENAL CARE, INC. does not list a
12 California address with the California Secretary of State, however, upon information and belief,
13 employs Plaintiff and the Employees in Los Angeles County, including at Defendants' offices and
14 facilities in Beverly Hills, California, and throughout California and Defendants conduct business
15 throughout California.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
22 this Complaint to reflect the true names and capacities of the Defendants designated herein as
23 Does 1 through 50 when their identities become known.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
26 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
27 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
28 all respects as the employers or joint employers of Employees. Defendants, and each of them,

1 exercised control over the wages, hours or working conditions of Employees, or suffered or
2 permitted Employees to work, or engaged, thereby creating a common law employment
3 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
4 employed Employees.

5 **JURISDICTION AND VENUE**

6 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
7 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
8 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
9 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
10 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
11 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
12 County and Defendants maintain and operate company offices and facilities in Los Angeles
13 County and employ Plaintiff and other Class members in Placer County and throughout
14 California.

15 **FACTUAL BACKGROUND**

16 9. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for the time that they worked off-the-clock without
22 compensation, by answering work-related text messages. Plaintiff and Employees also worked off-
23 the-clock during meal periods. Plaintiff also contends that Defendants failed to pay Plaintiff and
24 the Class members all wages due and owing, failed to provide uninterrupted and off-duty meal and
25 rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of
26 the California Labor Code and applicable Wage Orders.

27 10. During the course of Plaintiff and the Class members' employment with
28 Defendants, they were not paid all wages they were owed, including for all work performed and

1 for all overtime hours worked and were forced to work during their meal and rest breaks.
2 Additionally, Plaintiff was scheduled to work at least 3 days a week, and 12 hours per day under
3 an alternative workweek schedule. Plaintiff contends that Defendants failed to pay him at the
4 required overtime rate for all hours over eight (8) in a shift, or over forty (40) in a week. Plaintiff
5 contends there was not an enforceable alternative work week election conducted for his facility or
6 if it was, it was improperly conducted and/or reported to the DIR's Alternative Workweek
7 Elections Database. Specifically, no alternative workweek schedule was reported to the DIR's
8 Alternative Workweek Elections Database. To the extent Plaintiff's facility and any other
9 facilities in California were operating under a similarly invalid or ineffectual alternative
10 workweek election, Plaintiff and those similarly situated Class members were not paid at least
11 two hours of overtime premium wages on every work shift for the hours between their eighth and
12 twelfth worked.

13 11. As a result, Plaintiff and the Class members worked shifts over eight (8) hours in a
14 day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime
15 rate for all such hours, including by being required to perform work duties and tasks without pay
16 and while off-the-clock and by operating under an invalid or unenforceable alternative work week
17 agreement leading to at least four hours of unpaid overtime premium wages per shift. As a result,
18 Plaintiff and the Class members worked substantial overtime hours during their employment with
19 Defendants for which they were not compensated, in violation of the California Labor Code,
20 applicable IWC Wage Orders.

21 12. As a result of the above described off-the-clock work, the daily work demands,
22 and pressures to work through breaks, and the other wage violations they endured at Defendants'
23 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
24 wages owed to them by Defendants, including when working more than eight (8) hours in any
25 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
26 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
27 which they were not adequately and completely compensated. To the extent applicable,
28 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the

1 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
2 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
3 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

4 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
5 continuing to the present, Defendants had a consistent policy or practice of failing to pay
6 Employees for all hours worked, and failing to pay minimum wages for all time worked as
7 required by California Law.

8 14. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants had a consistent policy or practice of failing to pay
10 Employees overtime compensation at premium overtime rates for all hours worked in excess of
11 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
12 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
13 sections of IWC Wage Orders.

14 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants have regularly required Employees to work shifts in excess
16 of five (5) hours without providing them with timely and off-duty meal periods. Plaintiff and
17 Employees had to be relieved to take their meal breaks and if no one was available to relieve
18 Plaintiff and Employees, they had to take their meal breaks late or work through their meal breaks.
19 In addition, Plaintiff and Employees were interrupted on meal periods with meetings and work-
20 related text messages. Defendants also failed to provide Employees with second meal periods of
21 not less than thirty minutes on shifts in excess of ten and twelve hours; nor did Defendants pay
22 Employees “premium pay,” i.e. one hour of wages at each Employee’s effective regular rate of
23 pay, for each meal period that Defendants failed to provide or deficiently provided.

24 16. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently failed to provide Employees with timely and duty-free paid
26 rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
27 hours; nor did Defendant pay Employees premium pay for each day on which requisite rest breaks
28 were not provided or were deficiently provided at one hour of wages at each Employee’s effective

1 regular rate of pay, for each rest period that Defendants failed to provide or deficiently provided.
2 Specifically, Employees were interrupted on their rest breaks with meetings and work-related text-
3 messages. In addition, Employees had to be relieved to take their rest breaks. If no one was
4 available to relieve Employees for their rest breaks, due to short-staffing or otherwise, Employees
5 had to work through their rest periods. Lastly, Employees were not permitted to leave Defendants'
6 premises during rest periods.

7 17. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

10 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
12 performance of their job duties for Defendants including, but not limited to, the cost of personal
13 cell phone usage, which were necessary to perform their duties under Defendants' employ in
14 violation of Labor Code § 2802.

15 19. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
16 continuing to the present, Defendants have consistently failed to keep accurate time and wage
17 records as required by California wage-and-hour laws.

18 20. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
19 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
20 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
21 required by California wage-and-hour laws.

22 21. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
23 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
24 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, and 2802.

25 22. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
26 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
27 enjoyed from their violations of Labor Code.

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1 **CLASS ALLEGATIONS**

2 23. Plaintiff brings this class action on behalf of himself and all others similarly
3 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
4 follows: all non-exempt individuals employed by Defendants, at any time within four (4) years of
5 the filing of this lawsuit, and that have been employed by Defendants within the State of
6 California.

7 24. Further, Plaintiff seeks to represent the following Subclasses composed of and
8 defined as follows:

9 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
10 compensated for all hours worked for Defendants at the applicable minimum wage.

11 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
12 compensated for all hours worked for Defendants at the required rates of pay, including for all
13 hours worked in excess of eight in a day and/or forty in a week.

14 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
15 Defendants' policy and/or practice of failing to provide timely and duty-free meal periods or one
16 hour of pay at the Employee's regular rate of pay in lieu thereof.

17 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to authorize and permit Employees to take timely,
19 duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and
20 failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

21 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
22 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
23 by California wage-and-hour laws.

24 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
25 applicable limitations period, were not provided with accurate itemized wage statements.

26 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
27 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
28 incurred in the performance of Employees job duties for Defendants which were necessary to

perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

25. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

26. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

27. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

28. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

29. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

a. Whether Defendants failed to pay Employees minimum wages;

- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

30. The claims of the named Plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

31. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

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1 **E. Superiority of Class Action**

2 32. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
4 questions of law and fact common to all Employees predominate over any questions affecting only
5 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
6 Defendants' illegal policies or practices of failing to compensate Employees properly.

7 33. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

13 34. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 35. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Employees would work hours and not receive wages, including
18 as alleged above in connection with working off-the-clock by answering work-related text
19 messages. Additionally, Defendants failed to pay Employees for hours worked during alleged
20 meal periods for which Employees were denied, as also addressed herein. Moreover, Defendants
21 did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.
22 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
23 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
24 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
25 wage pay.

26 36. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
27 states:

28 The minimum wage for employees fixed by the commission is the
 minimum wage to be paid to employees, and the payment of a less
 wage than the minimum so fixed is unlawful.

1 37. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 38. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

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

10 39. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 40. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 41. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 42. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 43. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 44. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock spent answering
8 work-related text messages. The uncompensated time also including the time Employees worked
9 off-the-clock during meal periods. Employees regularly worked over 8 hours on a given day
10 without receiving overtime compensation, including by Defendants operating under an invalid or
11 unenforceable alternative workweek election leading to at least four hours of unpaid overtime
12 wages per shift.

13 45. Defendants' failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid
15 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
16 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
17 and overtime compensation earned by Employees. Each such failure to make a timely payment of
18 compensation to Employees constitutes a separate violation of California Labor Code § 204.

19 46. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 47. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
23 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys' fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 49. Employees regularly worked shifts greater than five (5) hours and greater than ten
3 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
4 more than five (5) hours without providing him or her with a meal period of not less than thirty
5 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
6 meal period of not less than thirty (30) minutes.

7 50. Defendants failed to provide Employees with timely meal periods as required under
8 the Labor Code. Employees were required to take meal periods after working well beyond the five
9 (5) hour shifts. Plaintiff and Employees had to be relieved in order to take their meal breaks and if
10 no one was available to relieve Employees, due to understaffing or otherwise, Employees had to
11 take their meal breaks late or work through them. Employees were also interrupted on meal
12 periods to attend meetings and with work-related text messages. Furthermore, Employees were
13 regularly required to work for more than ten (10) hours in a given shift and more than twelve (12)
14 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
15 required by law.

16 51. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
18 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee one
20 hour of pay at the employee's regular rate of compensation for each workday that the meal period
21 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
22 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
23 and 20 of the applicable IWC Wage Order.

24 52. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
25 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
26 period not provided or deficiently provided, a sum to be proven at trial.

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1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 53. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 54. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
7 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
8 not less than ten (10) minutes for each consecutive four (4) hour shift.

9 55. Defendants failed to provide Employees with uninterrupted and duty-free rest
10 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically,
11 Employees were provided rest breaks untimely or had to work through their rest breaks.
12 Employees had to be relieved in order to take their rest breaks. If no one was available to relieve
13 Employees for their rest breaks, due to short-staffing or otherwise, Employees had to work
14 through their rest periods. In addition, what rest breaks were provided were often interrupted due
15 to meetings and work-related text messages. Lastly, Employees were not permitted to leave
16 Defendants' premises during rest periods resulting in on duty-rest breaks.

17 56. Moreover, Defendants failed to compensate Employees for each rest period not
18 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
19 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
20 accordance with this section, the employer shall pay the employee one hour of pay at the
21 employee's regular rate of compensation for each workday that the rest period is not provided.
22 Defendants failed to compensate the Employees in the Class for each rest period not provided or
23 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
24 Order.

25 57. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
26 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
27 worked without the required rest breaks, a sum to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**
2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
3 **IN VIOLATION OF LABOR CODE § 2802**
4 **(Against All Defendants)**

5 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 59. Under Labor Code § 2802(a) an employer must indemnify its employees for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 60. Employees incurred necessary expenditures in the performance of their job duties
11 for Defendants, namely the cost of personal cell phone usage, which were necessary to perform
12 their duties under Defendants' employ. From four (4) years prior to the original filing of this
13 lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for
14 these necessarily incurred business expenses.

15 61. As a result of the unlawful acts of Defendants, Employees have been deprived of
16 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
17 plus interest and penalties thereon, attorneys' fees, and costs.

18 **SIXTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

21 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 63. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 64. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
4 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
5 periods and rest breaks, all of which Defendants knew or reasonably should have known were
6 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
7 confusing and required Employees to engage in discovery and refer to outside sources to verify
8 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

9 65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received
11 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
12 forcing them to make mathematical computations to analyze whether the wages paid in fact
13 compensated them correctly for all hours worked.

14 66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 67. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 68. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof.

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69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

71. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

73. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

76. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

77. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

78. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

81. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

82. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

84. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with compliant meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding

1 employers and their employees from competitors who lower costs to themselves by failing to
2 comply with minimum labor standards.

3 85. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
6 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
7 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
8 guaranteed to all employees under the law.

9 86. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
10 violation of the Business & Professions Code § 17200 *et seq.*

11 87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
12 overtime, failing to provide compliant meal and rest periods, etc., either knew or in the exercise of
13 reasonable care should have known that their conduct was unlawful; therefore their conduct
14 violates the Business & Professions Code § 17200 *et seq.*

15 88. As a proximate result of the above-mentioned acts of Defendants, Employees have
16 been damaged, in a sum to be proven at trial.

17 89. Unless restrained by this Court, Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
19 should make such orders or judgments, including the appointment of a receiver, as may be
20 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
21 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
22 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
23 have unlawfully failed to pay.

24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiff prays for the following relief:

- 26 1. For an order certifying this action as a class action;
- 27 2. For compensatory damages in the amount of the unpaid minimum wages for work
- 28 performed by Employees and unpaid overtime compensation from at least four (4) years prior to

1 the filing of this action, as may be proven;

2 3. For liquidated damages in the amount equal to the unpaid minimum wage and
3 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

4 4. For compensatory damages in the amount of the hourly wage made by Employees
5 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
6 years prior to the filing of this action, as may be proven;

7 5. For compensatory damages in the amount of the hourly wage made by Employees
8 for each day requisite rest breaks were not provided or were deficiently provided where no
9 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
10 be proven;

11 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

12 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

13 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
14 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

15 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

16 10. For restitution for unfair competition pursuant to Business & Professions Code
17 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

18 11. For compensatory damages in the amount of all previously unreimbursed business
19 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
20 from four (4) years prior to the original filing of this action, as may be proven;

21 12. For an order enjoining Defendants and their agents, servants, and employees, and
22 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
23 duties adumbrated in this Complaint;

24 13. For all general, special, and incidental damages as may be proven;

25 14. For an award of pre-judgment and post-judgment interest;

26 15. For an award providing for the payment of the costs of this suit;

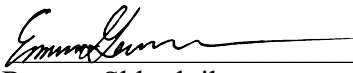
27 16. For an award of attorneys' fees; and

28 17. For such other and further relief as this Court may deem proper and just.

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DATED: September 4, 2025

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ALBERT TACLOB
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: September 4, 2025

D.LAW, INC.

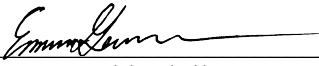
By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ALBERT TACLOB
and the putative class

EXHIBIT B

September 22, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

U.S. Renal Care, Inc.
5851 Legacy Cir., Suite 900
Plano, TX 75024
Certified Mail Tracking Number: 9414 8111 0549 5880 9992 43

C T Corporation System
U.S. Renal Care, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5880 9998 54

LWDA No. LWDA-CM-1123182-25

**Re: Labor Code § 2699 Penalties-PAGA Notice Letter to LWDA
*Taclob v. U.S. Renal Care, Inc.***

Gentlepersons:

This office represents Plaintiffs Albert Taclob and Ella Moyseyenko (“Plaintiffs”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”) and to supplement and amend Plaintiff Albert Taclob’s original PAGA Notice to the LWDA, submitted on September 4, 2025 (LWDA Case No. LWDA-CM-1123182-25). Plaintiff Taclob concurrently filed a class action complaint in Los Angeles County Superior Court alleging various wage and hour violations committed by Defendant U.S. Renal Care, Inc. Plaintiff Taclob would now like to add Plaintiff Ella Moyseyenko to his original PAGA Notice and operative complaint so they may continue to pursue the representative action, on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants U.S. Renal Care, Inc. and



DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act. We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiffs and all of their Aggrieved Employees in California. Plaintiffs will seek leave of the Court to file a Second Amended Complaint that incorporates the allegations and claims in this Amended Notice Letter.

Relevant Facts

Plaintiffs were employed by Defendants as a non-exempt, hourly employee based out of Defendants’ location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiffs and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees.” Aggrieved Employees consistently worked at Defendants’ behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiffs are also informed and believe that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates, including when operating under alternative workweek agreements. Specifically, Defendants failed to pay Aggrieved Employees for all time that they worked off-the-clock without compensation by answering work-related communications. The uncompensated time also includes the time Aggrieved Employees worked off-the-clock during meal periods. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Additionally, Plaintiffs, and upon information and belief the other Aggrieved Employees, were required to work long hours, usually 12 hours per work shift. Plaintiffs were scheduled to work at most 3 days a week, and 12 hours per day under an alternative workweek schedule. Plaintiffs contend that Defendants failed to pay them at the required overtime rate for all hours over eight in a shift, or over forty in a week, which also impacted when they should have been paid at the double time rate and resulted in underpayment of double time. Plaintiffs contend there was not an enforceable alternative work week election conducted for their facility, or if it was, it was improperly conducted and/or reported to the DIR’s Alternative Workweek Elections Database. Specifically, no alternative workweek schedule was reported to the DIR’s Alternative Workweek Elections Database. To the extent Plaintiffs’ facility and any other facilities in California were operating under a similarly invalid or ineffectual alternative workweek election, Plaintiffs and those similarly Aggrieved Employees were not paid at least four hours of overtime premium wages on every work shift for the hours between their eighth and twelfth worked.



By implementing policies, programs, practices, procedures, and protocols which resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above-described requirements to work off the clock, understatement of hours, and the other wage violations they endured at Defendants' hands, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Plaintiffs and Aggrieved Employees proper meal periods. Specifically, Plaintiffs and Aggrieved Employees were provided meal periods beyond the fifth hour of work. Plaintiffs and Employees were not permitted to leave Defendants' premises during their meal periods. Plaintiffs and Employees had to be relieved in order to take their meal breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their meal breaks late or work through them. Additionally, Plaintiffs and Aggrieved Employees were required to keep their cell phones on during meal periods and respond to them resulting in on-duty meal periods. Plaintiffs and Employees were also consistently interrupted on meal periods by responding to emergencies, meetings, and work-related text messages. Aggrieved Employees were also required to work in excess of ten (10) hours and twelve (12) hours a day, without ever receiving a second compliant meal period, all in violation of the Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Plaintiffs and Aggrieved Employees with paid, duty-free rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, rest periods were provided untimely or not provided at all. Aggrieved Employees had to be relieved in order to take their rest breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their rest breaks late or work through them. Additionally, Aggrieved Employees had to keep their phone on during their rest breaks and monitor and respond to them resulting in interruptions to deal with emergencies. Additionally, Aggrieved Employees were interrupted on their rest breaks with meetings and work-related text messages and were not permitted to leave Defendants' premises during rest periods.

Defendants had a common policy and practice of failing to reimburse Plaintiffs and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiffs and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, which were necessary to perform their duties under Defendants'



employ and which was used throughout the course of Plaintiffs and Aggrieved Employees' duties under Defendants' employ.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and total hours worked as discussed above. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, including required off the clock work, to the detriment of Aggrieved Employees. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders 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 or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action



pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked off-the-clock by answering work-related communications. Employees also worked off-the-clock during meal periods without compensation. Defendants thus regularly failed to pay minimum wages to Plaintiffs and Class members. Thus, Plaintiffs and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiffs and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful,



intentional and not in good faith. Further, Plaintiffs and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees worked in excess of 8 hours a day and/or 40 hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Upon information and belief, the uncompensated time, discussed above including the time worked off-the-clock by answering work-related text messages and working while clocked out for meal periods caused Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages, which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate and overtime, including when operating under alternative workweek agreements as discussed above.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above. With work shifts requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated Aggrieved Employees to work through meal periods.



In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code § 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with a timely meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, the meal periods that were provided were provided after the fifth hour of work. Aggrieved Employees were not permitted to leave Defendants' premises during meal periods. Aggrieved Employees had to be relieved in order to take their meal breaks and if no one was available to relieve Aggrieved Employees, due to understaffing or otherwise, Aggrieved Employees had to take their meal breaks late or work through them. Aggrieved Employees also had to keep their cell phones on during their meal periods and monitor and respond to them. Aggrieved Employees were also interrupted on meal periods to attend meetings and with emergencies and work-related text messages. Additionally, Plaintiffs and Aggrieved Employees were required to work in excess of ten (10) hours a day and in excess of twelve (12) hours a day, without ever receiving a second compliant meal period.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

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Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid and duty-free rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were provided rest breaks untimely or had to work through their rest breaks. Aggrieved Employees had to be relieved to take their rest breaks. If no one was available to relieve Aggrieved Employees, due to short staffing or otherwise, Aggrieved Employees had to take their rest breaks late or had to work through them. Aggrieved Employees were also required to keep their cell phones on and monitor and respond to them during their rest periods. Aggrieved Employees were also interrupted on rest breaks due to meetings and emergencies and with work-related text messages, and were not permitted to leave Defendants' premises during rest breaks resulting in on-duty rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiffs and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiffs and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants, including the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiffs and Aggrieved Employees' duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seeks all



civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are 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) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a 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, ..."



Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, etc., and failing to provide them with wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code §§ 204 and 226.

Given the above described off the clock work, Aggrieved Employees were not paid at the correct overtime rate for all hours they worked after eight hours into a shift or over forty in a work week and that they were not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees



proper wages, overtime, double time, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiffs and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiffs' PAGA Claim under Labor Code § 2698 *et seq.* and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiffs will file an amended



Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiffs and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a 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, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203,



204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

We have been constrained to initially move forward with the filing of the Complaint without the PAGA claim. This letter therefore provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiffs allege have been violated, including the facts and relevant theories alleged against U.S. Renal Care, Inc. and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiffs respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the original PAGA Notice Letter postmarked on September 4, 2025 whether you intend to proceed with these claims or whether Plaintiffs and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

A handwritten signature in black ink that reads "Roman Shkodnik".

Roman Shkodnik

Cc: Above listed U.S. Renal Care, Inc. by Certified Mail

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

On the date of execution of hereof, I caused to be served the following attached document/s:

FIRST AMENDED COMPLAINT FOR REPRESENTATIVE ACTION FOR PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698 et seq.

on the interested parties in this action, addressed as follows:

Agent for Service for U.S. RENAL CARE, INC.,

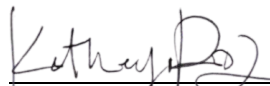
C.T. Corporation
330 N Brand Blvd., Suite 700
Glendale, CA 91203

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 450 North Brand Boulevard, Suite 840, Glendale, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

 X **VIA PERSONAL DELIVERY:** I caused the document(s) to be served to be personally delivered by hand to the addressee(s) pursuant to California Code of Civil Procedure § 1011.

 VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

Executed on November 26, 2025, at Glendale, California.



Katheryn Perez