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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

REBECA VARGAS, an individual, on behalf
of herself and others similarly situated,

Plaintiff,

vs.

BIGH MANAGEMENT CA, LLC dba
HEALTHYU CLINICS, a California limited
liability company; 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 Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff REBECA VARGAS (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”), complains of Defendants,
4 and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as non-exempt, hourly employees, including as Practice Coordinators, and those
9 in similar and related positions, by Defendants BIGH MANAGEMENT CA, LLC dba HEALTHYU
10 CLINICS, a California limited liability company; and DOES 1 through 50, inclusive (all defendants
11 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
12 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
13 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
14 for these violations.

15 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
16 Defendants, including as Practice Coordinators, and those in similar and related positions pertaining
17 to providing healthcare services and treatment to any and all patients at Defendants’ facilities and
18 locations in California. Plaintiff, and upon information and belief other similarly situated
19 Employees, were required to perform work tasks based out of Defendants’ facilities in California.
20 Plaintiff was employed by Defendants as a Practice Coordinator with duties that included, but were
21 not limited to, scheduling and managing patient appointments, verifying insurance and copay
22 billing, and providing administrative support to physicians and staff.

23 3. Defendant BIGH MANAGEMENT CA, LLC is a California corporation which lists
24 its principal address with the California Secretary of State in Rancho Mirage, California, in
25 Riverside County. Additionally, BIGH MANAGEMENT CA, LLC is the entity listed on Plaintiff
26 W-2 and wage statements. On information and belief, BIGH MANAGEMENT CA, LLC is a parent
27 company that owns, manages, or is otherwise related to HEALTHYU CLINICS and the two jointly
28 employed Plaintiff and the other Class members.

1 4. Defendant HEALTHYU CLINICS is the entity Defendant BIGH MANAGEMENT
2 CA, LLC instructed Plaintiff to be working for and report to. HEALTHYU CLINICS was the entity
3 listed on the employee handbook provided to Plaintiff and, on information and belief, to other Class
4 Members during their employment. Upon information and belief, BIGH MANAGEMENT CA,
5 LLC operates and does business as HEALTHYU CLINICS. Plaintiff was employed by Defendants
6 at the HEALTHYU CLINICS facility in Modesto, California and Defendants employed other Class
7 members there and at the other facilities in Stanislaus County and throughout California that
8 Defendants operate.

9 5. Defendants employed other similarly situated Class members as Practice
10 Coordinators, and employees in similar and related positions in connection with their healthcare
11 facilities located throughout California. Plaintiff and the other similarly situated Class members
12 worked at Defendants' behest without being paid all wages due and without being provided all
13 required meal and/or rest breaks. More specifically, Plaintiff and the other similarly situated Class
14 members were employed by Defendants and shared similar job duties and responsibilities, were
15 subjected to the same policies and practices, and endured similar violations at the hands of
16 Defendants as the other Class members who served in similar and related positions.

17 6. Defendants required Plaintiff and the Employees in the Class to work off-the-clock
18 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate
19 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and
20 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from
21 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
22 with lawful meal and rest periods, as Employees were required to remain under Defendants' control
23 and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and
24 meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

25 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
27 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
28 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to

1 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
2 liabilities giving rise to this lawsuit occurred, at least in part in Stanislaus County. Defendants also
3 employ and employed Class members at their facilities there, and Plaintiff was employed by
4 Defendants at the HEALTHYU CLINICS facility in Modesto, California.

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

13 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
14 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
15 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
16 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
17 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
18 control over the wages, hours or working conditions of Employees, created and implemented the
19 policies and practices that governed the employment of Plaintiff and the Class members and dictated
20 their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other
21 Employee Class members to work, or engaged them, thereby creating a common law employment
22 relationship with the Employee Class members. Therefore, Defendants, and each of them, employed
23 or jointly employed the Employee Class members.

24 **FACTUAL BACKGROUND**

25 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
26 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).
27 During the period of four years prior to the filing of this action through its resolution, the Employee
28 Class members were employed by Defendants and worked in non-exempt positions at the direction

1 of Defendants in the State of California. Plaintiff and the Class members were either not paid by
2 Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime
3 rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages
4 due and owing, including by requiring off-the-clock work, failed to provide meal and rest breaks,
5 and failed to furnish accurate wage statements, all in violation of various provisions of the California
6 Labor Code and applicable paragraphs of the IWC Wage Orders.

7 11. During the course of Plaintiff and the Class members' employment with Defendants,
8 they were not paid all wages they were owed, including for all work performed (resulting in "off-
9 the-clock" work) and for all their overtime hours worked, and they were not paid at the required
10 rates for overtime. This has resulted in systematic and ongoing violations of the California Labor
11 Code and relevant IWC Wage Orders. On information and belief, Defendants employ other non-
12 exempt, hourly employees as Practice Coordinators, and those in similar and related positions based
13 out of their facilities in California.

14 12. Plaintiff was employed by Defendants as a Practice Coordinator at Defendants'
15 Modesto facility in Stanislaus County, California. Plaintiff's job duties included front desk and
16 receptionist duties, including, but not limited to, scheduling and managing patient appointments,
17 verifying insurance and copay billing, and providing administrative support to physicians and staff.
18 Plaintiff was generally scheduled to work shifts of eight hours, and typically worked the morning
19 shift from 7:00 a.m. to 4:00 p.m., approximately 40 hours per week, and five days per week.

20 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed
21 from their unlawful timekeeping procedures. Defendants required Plaintiff to clock in on her desk
22 computer to record her shift start and end times, and the start and end times for meal periods.
23 However, the times were generally not recorded contemporaneously with the actual hours worked.
24 Plaintiff would arrive 5-10 minutes before the start of her shift in order to unlock and open the clinic,
25 shut off the alarms, turn on the lights, and boot-up computers in a timely fashion prior to being
26 permitted to clock-in for the start of her shift. However, Plaintiff was not allowed to record this time
27 because Defendants considered it to be unauthorized or unapproved overtime. Thus, Defendant
28 compelled Plaintiff to endure substantial off-the-clock work before her scheduled shift hours.

1 14. Additionally, Defendants required Plaintiff to travel to designated areas outside of
2 the clinic after clocking out for the start of her meal break, and to return from those areas back to
3 her desk in order to clock back in at the end of her meal break. This travel time took approximately
4 3-minutes each way, resulting in meal breaks that were less than 30-minutes and further off-the-
5 clock work that was unpaid. Upon information and belief, the Class members were also subjected
6 to similar unpaid off-the-clock work by Defendants resulting in similar violations as Plaintiff.

7 15. Plaintiff was therefore not paid for all his hours worked at the required minimum,
8 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
9 and practice of requiring him to work off-the-clock and without pay. Defendants systematically
10 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for
11 all hours over eight in a work shift or over forty in a work week. Upon information and belief, the
12 Class members were bound by similar scheduling and timekeeping policies and endured similar
13 violations at Defendants' hands as Plaintiff.

14 16. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
15 the Class members is and has been a direct consequence of Defendants' unlawful compensation
16 policies and practices, which upon information and belief applied uniformly to the Class members
17 working based out of Defendants' facilities throughout California. As a result of the above-described
18 unlawful requirements to work off-the-clock, the failure to accurately record all hours worked and
19 pay wages at the correct rates, and the other wage violations they endured at Defendants' hands,
20 Plaintiff and the Class members were not properly paid all wages earned and all wages owed to
21 them by Defendants, including when working more than eight hours in any given day and/or more
22 than forty hours in any given week.

23 17. Therefore, from at least four years prior to the filing of this lawsuit and continuing
24 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
25 hours worked and failing to pay minimum wages for all time worked, as required by California law.
26 Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
27 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
28 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a

1 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
2 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

3 18. Defendants also failed to provide Plaintiff and the Class members with their required
4 meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiff's
5 scheduled shift durations. The above-described off-the-clock work contributed to Defendants'
6 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
7 required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
8 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
9 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

10 19. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
11 but due to Defendants' prioritization of the well-being of their patients, Plaintiff was compelled to
12 delay her meal periods or have them interrupted. The patient demands, chronic understaffing, and
13 management expectations also contributed to Plaintiff either working through meal period, not
14 taking them, or taking them late so work could be accomplished. Despite all this, Defendants
15 instructed Plaintiff to record a full thirty-minute meal period as required under the Labor Code and
16 Wage Orders. For example, Plaintiff would clock out for her meal periods, but continue assisting
17 patients, and clock back in after thirty-minutes. Moreover, even when Plaintiff was afforded a meal
18 period, she would have to travel to and from Defendants' facilities and designated areas outside to
19 take a meal period. Thus, Defendants exerted unlawful control over her and thus failed to pay her
20 for these hours worked.

21 20. Therefore, meal period violations systematically occurred throughout all of
22 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
23 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
24 Upon information and belief, the other Class members were subjected to similar unlawful policies
25 and practices and endured similar violations as Plaintiff.

26 21. Defendants thus failed to provide all the legally required unpaid, off-duty meal
27 periods to Plaintiff as required by the applicable Wage Order and Labor Code. Plaintiff was required
28 to perform work as ordered by Defendants for more than five hours during a shift without receiving

1 compliant meal periods. Additionally, as addressed above, Defendants followed a practice of
2 requiring off-the-clock work in a manner that would impact when Plaintiff received meal periods,
3 leading to further violations. Upon information and belief, Defendants' systems did not
4 automatically generate a meal period premium under Labor Code § 226.7 for meal periods that
5 commenced after five hours into a work shift or in the event the time punch records reflected a meal
6 period of less than thirty minutes.

7 22. Defendants thus followed uniformly applied policies of not providing all required
8 meal periods to their Employees. Meal periods were often not properly provided, as work demands
9 and chronic understaffing impermissibly shortened their breaks. When Plaintiff and the Class
10 members were able to take a meal period, it was generally interrupted by work duties or was taken
11 after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of
12 requiring off-the-clock work in a manner that would impact when Employees were to receive meal
13 periods and rest breaks, thus leading to further violations.

14 23. As a result, Defendants' failure to provide Plaintiff and the Class members with all
15 legally required off-duty, unpaid meal periods is and will be evidenced by Defendants' business
16 records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through
17 to the present, Plaintiff and the Class members were unable to take off-duty meal breaks or were
18 otherwise not provided with the opportunity to take required meal breaks as required under the Labor
19 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff
20 and the Class members were provided with a meal period, it was often untimely or interrupted, or
21 was impermissibly shortened, and Employees were not provided with one hour's wages in lieu
22 thereof. Meal period violations thus occurred in one or more of the following manners:

- 23 (a) Class members were not provided full thirty-minute duty free meal periods
24 for work days in excess of five hours and were not compensated one hour's
25 wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,
26 512, and the applicable Industrial Welfare Commission Wage Order(s);
27 (b) Class members were required to work through at least part of their daily meal
28 period(s);

1 (c) Meal periods were provided after five hours of continuous work during a
2 shift; and

3 (d) Class members were restricted in their ability to take a full thirty-minute meal
4 period or were otherwise required to remain under Defendants' control.

5 24. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
6 and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift
7 work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either
8 not authorized permitted the opportunity to take a rest break, or were required to remain under
9 Defendants' control and respond to work demands if and when they even attempted to take one.
10 Upon information and belief, Defendants also failed to authorize and permit Employees to leave the
11 premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and
12 the Class members to remain under their control during required off-duty rest break times.

13 25. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
14 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
15 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free, net
16 ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
17 during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise
18 authorize and permit them. Plaintiff and the Class members worked eight on an average shift, and
19 were required to receive at least two rest breaks. Given the work demands, chronic understaffing,
20 and pressure from Defendants' management, Plaintiff and the Class members were compelled to
21 not take rest breaks despite working extended shifts. Defendants have produced no evidence of any
22 payments for rest break violations under Labor Code § 226.7.

23 26. Defendants' uniformly applied policies and practices thus resulted in untimely and
24 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
25 members worked shifts of at least eight hours, which required at least two rest breaks. Even on the
26 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was not
27 permitted to take a second break, and those that were provided were often late and generally
28 interrupted by job duties and requirements.

1 27. During rest periods, employers must relieve employees of all duties and relinquish
2 control over how employees spend their time. Plaintiff and the Class members were and are under
3 Defendants' control when they are working through rest breaks and remaining under Defendants'
4 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
5 breaks to Plaintiff and the Class members. Plaintiff and the Class members were thus not authorized
6 to take lawful rest periods, were systematically required by Defendants to work through or during
7 rest breaks, and were not provided with one hour's wages in lieu thereof. They were required to
8 remain on-duty during rest breaks or portions of their rest breaks, thus making them either untimely
9 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise
10 remain under Defendants' control during rest breaks under Defendants' uniformly applied policies
11 and practices. Rest period violations therefore arose in one or more of the following manners:

- 12 (a) Class members were required to work without being provided a minimum ten
13 minute rest period for every four hours or major fraction thereof worked and
14 were not compensated one hour of pay at their regular rate of compensation
15 for each workday that a rest period was not provided;
- 16 (b) Class members were not authorized and permitted to take timely rest periods
17 for every four hours worked, or major fraction thereof; and
- 18 (c) Class members were required to remain on-duty and under Defendants'
19 control during rest periods or otherwise had their rest periods interrupted by
20 work demands.

21 28. Defendants have also consistently failed to provide Class members with timely,
22 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
23 including by the above-described requirement of off-the-clock work, failure to pay all overtime and
24 double time wages owed and failure to pay them at the appropriate premium rates, and failure to
25 pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating
26 any overtime or meal period or rest break premium wages and by the systematic and unlawful
27 deductions Defendants took from Employee wages. Defendants have also made it difficult to
28 account with precision for the unlawfully withheld wages and meal and rest period compensation

1 owed to Plaintiff and the Class, during the liability period, including because they did not calculate
2 the regular rate of pay correctly when paying overtime or meal period premiums and because they
3 did not implement and preserve a record-keeping method as required for non-exempt employees by
4 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.
5 Upon information and belief, time clock punches were not maintained or were not accurately
6 maintained for work shifts. Defendants also failed to accurately record and pay for all regular and
7 overtime hours worked and submitted by Plaintiff and the Class members, including by failing to
8 pay all overtime hours at the correctly calculated overtime premium rate.

9 29. Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately
10 reporting total hours worked and total wages earned by Plaintiff and the Class members, along with
11 the appropriate applicable rates, among others requirements. Plaintiff and the Class members are
12 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
13 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC
14 Wage Orders by failing to maintain time records showing when the employee begins and ends each
15 work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
16 worked by itemizing in wage statements all deductions from payment of wages and accurately
17 reporting total hours worked. Defendants also failed to accurately list the name and address of the
18 legal entity that employed Plaintiff and other Class members.

19 30. The failure to maintain accurate timekeeping records perpetrated by Defendants has
20 also been exacerbated by other off-the-clock work Defendants required their Employees to endure.
21 For example, after clocking out, Plaintiff frequently performed additional work assisting patients or
22 colleagues who required assistance. Plaintiff was not permitted to record this time because it would
23 constitute unauthorized overtime and she would face disciplinary action. Plaintiff and the Class
24 members were also required to work or otherwise remain under Defendants' control after their shift
25 end times, including while remaining on-site and through after hours work-related communications
26 regarding scheduling and other work requirements.

27 31. Defendants have failed to maintain timekeeping records for Plaintiff that would
28 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and

1 the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked,
2 and by under-recording regular hours to the detriment of the Class members, Defendants have
3 committed knowing and intentional ongoing violations of the record keeping requirements under
4 the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate
5 ones.

6 32. Defendants also required Plaintiff and the Class members to work hours off-the-
7 clock for which they were not compensated. They were required to endure off-the-clock work
8 addressed above during interrupted or otherwise on-duty meal and rest periods and were subjected
9 to systematic off-the-clock work and miscalculation. Therefore, Defendants have also followed a
10 uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly
11 situated Employees at the time of their termination or within seventy-two hours of their resignation,
12 as required by California wage-and-hour laws, including Labor Code § 203.

13 33. As a result of these illegal policies and practices, Defendants also engaged in and
14 enforced the following additional unlawful practices and policies against Plaintiff and the Class
15 members she seeks to represent:

- 16 (a) failing to pay Class members all wages owed, including all meal and rest
17 period premium wages;
- 18 (b) failing to maintain accurate records of Class members' hours worked and
19 earned wages and meal periods in violation of Labor Code §§ 226 and
20 1174(d) and section 7 of the applicable IWC Wage Orders;
- 21 (c) failing to pay all wages owed to the Class members twice monthly in
22 accordance with the requirements of Labor Code § 204; and
- 23 (d) failing to pay all wages owed to Class members who either were discharged,
24 laid off, or resigned in accordance with the requirements of Labor Code §§
25 201, 202, 203.

26 34. From at least four years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
28 deducting the Employees' earned wages, including by the above described off-the-clock work and

on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

35. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These include expenses Plaintiff incurred in relation to the maintenance of uniforms provided by Defendants, which were required for her job. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

36. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, and 1199, 2802, and California Code of Regulations, Title 8, section 11000 *et seq.*

37. Moreover, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

38. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes practice coordinators and those in similar and related positions pertaining to providing services to patients and other staff at Defendants’ facilities, locations, and communities in California. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

///

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

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

6 c. Subclass 3. Meal Period Subclass. All Class members who were subject
7 to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
8 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

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

13 e. Subclass 5. Unauthorized Deductions from Wages Subclass. All Class
14 members who were subject to Defendants' policy and/or practice of deducting wages earned from
15 their pay, including by requiring off-the-clock work.

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

18 g. Subclass 7. Payroll Records Subclass. All Class members who were
19 subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as
20 required by California wage-and-hour laws.

21 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All
22 Class members who were subject to Defendants' policy and practice of not timely paying all wages
23 earned when they were due and payable at least twice monthly.

24 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
25 applicable limitations period, either voluntarily or involuntarily separated from their employment
26 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
27 termination.

28 ///

1 j. Subclass 10. Expense Reimbursement Subclass. All Class members who
2 incurred necessary and reasonable expenses in connection with performing their job duties for
3 Defendants and who were subject to a policy and/or practice under which such expenses were not
4 reimbursed.

5 k. Subclass 11. UCL Subclass. All Class members who are owed restitution
6 as a result of Defendants' business acts and practices, to the extent such acts and practices are found
7 to be unlawful, deceptive, and/or unfair.

8 39. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
9 the class description with greater particularity or to provide further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 40. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
15 a practice whereby Defendants failed to correctly calculate and pay compensation for the time
16 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
17 benefit of this work, required Employees to perform this work and permitted or suffered to permit
18 this work. Defendants have uniformly denied these Class members wages to which these employees
19 are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to
20 unfairly cheat the competition and unlawfully profit.

21 41. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
23 interest in this litigation and the proposed Class is easily ascertainable from the employment records
24 for Plaintiff and the Class members that Defendants are required to maintain under California law.

25 **A. Numerosity**

26 42. The potential members of the class as defined are so numerous that joinder of all the
27 member of the class is impracticable. While the precise number of class member has not been
28 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the

1 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class
2 definition within the State of California. Plaintiff alleges that Defendants' employment records will
3 provide information as to the number and location of all Class members.

4 **B. Commonality**

5 43. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual Class members. The common questions are numerous and
7 substantial and flow from Defendants' uniform policies and/or practices of violating the California
8 Labor Code addressed above. As such, these common questions predominate over individual
9 questions concerning each individual Class Member's showing as to his or her eligibility for
10 recovery or as to the amount of damages. These common questions of law and fact include:

- 11 a. Whether Defendants failed to pay Employees minimum wages;
- 12 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
16 Employees during the relevant time period for all hours worked, whether regular
17 or overtime;
- 18 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
19 IWC Wage Orders, by failing to provide Employees with requisite meal periods
20 or premium pay in lieu thereof;
- 21 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC
22 Wage Orders, by failing to authorize and permit Employees to take requisite rest
23 breaks or provide premium pay in lieu thereof;
- 24 g. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
25 IWC Wage Orders by failing to maintain accurate records of Class members'
26 earned wages and work periods;
- 27 h. Whether Defendants' conduct was willful;
- 28 i. Whether Defendants violated Labor Code § 226(a) by providing Employees with

inaccurate wage statements;

- j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- k. 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;
- l. Whether Defendants violated Labor Code § 221;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse Employees all necessary business expenses;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

44. The claims of the named plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off-the-clock work and meal and rest violations she was required to endure are typical of those of the other Class members.

D. Adequacy of Representation

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

E. Superiority of Class Action

46. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by
2 reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

3 47. As to the issues raised in this case, a class action is superior to all other methods for
4 the fair and efficient adjudication of this controversy, as joinder of all Class members is
5 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
6 members. Further, as the economic or other loss suffered by vast numbers of Class members may
7 be relatively small, the expense and burden of individual actions make it difficult for the Class
8 members to individually redress the wrongs they have suffered. Moreover, in the event
9 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a
10 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
11 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
12 to vindicate their rights for violations they endured which they would otherwise be foreclosed from
13 receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

14 48. Class action treatment will allow those persons similarly situated to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
17 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set
18 forth the subject and nature of the instant action. The Defendants' own business records can be
19 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
20 any further notice is required additional media and/or mailings can be used.

21 49. Defendants, as prospective and actual employers of the Employees in the Class, had
22 a special fiduciary duty to disclose to prospective Class members the true facts surrounding
23 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
24 Employees as well as the effect of any alleged arbitration agreements that may have been forced
25 upon them. In addition, Defendants knew they possessed special knowledge about pay practices and
26 policies, most notably intentionally refusing to pay for all hours actually worked which should have
27 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
28 and policies and practices on the Employees and Class as a whole.

50. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

52. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendants' control during meal and rest breaks and due to the chronic understaffing and heavy work demands placed upon them by Defendants' management and clients and by the unlawful deduction of hours. Defendants' uniformly applied policies required systematic off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off-the-clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

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1 53. In California, employees must be paid at least the applicable state minimum wage
2 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
3 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
4 California Labor Code § 204, other applicable laws and regulations, and public policy, an employer
5 must timely pay its employees for all hours worked. Defendants failed to do so.

6 54. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
7 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
8 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable
9 minimum wage rate fixed by the commission for work during the relevant period is found in the
10 Wage Orders.

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

17 56. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
19 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
20 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
21 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
22 the absence of a contractually agreed upon one.

23 57. In committing these violations of the California Labor Code, Defendants
24 inaccurately recorded, or required Plaintiff and the Class members to input times that did not reflect
25 their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time
26 worked by Plaintiff and other members of the Class, including by requiring off-the-clock work as
27 addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned
28 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare

Commission requirements and other applicable laws and regulations. As a result of these violations, Defendants also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

58. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are entitled to the following remedies: “In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an 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.”

59. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

60. 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 Employees.

61. Plaintiff and the Class members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and 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).

62. Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes.

63. 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 Class members are entitled to seek and recover statutory costs.

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64. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

66. 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.

67. By their conduct, as set forth herein, Defendants 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 (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.

68. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off-the-clock work, by unlawful deductions, by under-reporting actual hours worked, and by requiring Employees to do so as well as addressed above. Defendants also failed to pay overtime when it was incurred due to the off-the-clock work, as detailed above.

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1 69. Defendants thus had a consistent policy of not paying Employees wages for all hours
2 worked, including hours at their required regular, overtime, and double-time rates. Defendants
3 caused Plaintiff and the Class members to work off-the-clock to avoid paying Plaintiff and the Class
4 members all earned and owed straight time and overtime wages and other benefits, in violation of
5 the California Labor Code, the California Code of Regulations and the IWC Wage Orders and
6 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
7 violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees
8 to work through meal periods or remain under Defendants' control when they were required to be
9 clocked out or to otherwise work off-the-clock to complete their daily job duties and respond to
10 demands from customers and managers.

11 70. Therefore, Employees were not properly compensated, nor were they paid overtime
12 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
13 Based on information and belief, Defendants did not make available to Employees a reasonable
14 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
15 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants
16 have also violated these provisions by requiring Plaintiff and other similarly situated Class members
17 to work through meal periods when they were required to be clocked out or to otherwise work off-
18 the-clock to complete their daily job duties.

19 71. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
20 regular wages owed and overtime compensation for all hours worked, as required by California law,
21 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
22 Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate
23 used to calculate and pay overtime, and meal and rest premiums, as addressed above.

24 72. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
27 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to an amount
3 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
4 the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section
5 are in addition to any other civil or criminal penalty provided by law.” Defendants have violated
6 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
7 Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.

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

14 74. Employees have been damaged by these violations of California Labor Code §§ 204
15 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
16 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100
17 for causing Employees “to work for longer hours than those fixed, or under conditions of labor
18 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
19 fixed by an order of the commission” or “violates...any provision of this chapter or any order or
20 ruling of the commission.”

21 75. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
22 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
23 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
24 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
25 reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against
26 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
27 statutes.

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 77. Employees regularly worked shifts greater than five (5) hours and in some instances,
7 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
8 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
9 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more
10 than ten (10) hours without providing him or her with a second meal period of not less than thirty
11 (30) minutes.

12 78. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise
16 had them shortened and interrupted by work demands and requirements to perform off-the-clock
17 work and remain under Defendants' control. Furthermore, upon information and belief, on the
18 occasions when Employees worked more than ten hours in a given shift, they did so without
19 receiving a second uninterrupted thirty-minute meal period as required by law.

20 79. Defendants thus failed to provide Plaintiff and the Class members with meal periods
21 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by
22 not providing them with the opportunity to take meal breaks, by providing them late or for less than
23 thirty minutes, or by requiring them to perform work during breaks.

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

1 provided. Defendants thus failed to compensate the Employees in the Class for each meal period
2 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
3 and 20 of the applicable IWC Wage Order.

4 81. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
5 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to
6 one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
7 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties
8 against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes
9 and applicable IWC Wage Order paragraphs.

10 **FOURTH CAUSE OF ACTION**

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

12 **(Against All Defendants)**

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

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

18 84. Employees consistently worked consecutive four hour shifts and were generally
19 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
20 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
21 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
22 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
23 ten minutes for each consecutive four hour shift. Defendants made no effort to schedule or otherwise
24 authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees were
25 often required to work or to otherwise remain under Defendants' control during rest periods,
26 including by responding to work requirements, and had rest breaks provided untimely as a result of
27 the above described off-the-clock work.

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1 85. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
2 provide that if an employer fails to provide an employee rest period in accordance with this section,
3 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
4 for each workday that the rest period is not provided. Defendants failed to do so.

5 86. Defendants, and each of them, have therefore intentionally and improperly denied
6 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
7 paragraph 12 of the applicable IWC Wage Orders.

8 87. Defendants failed to authorize and permit Plaintiff and the Class members to take
9 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
10 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
11 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12
12 and 20 of the applicable IWC Wage Orders.

13 88. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
14 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
15 of wages at their effective hourly rates of pay for each day worked without the required rest breaks,
16 a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants,
17 and each of them, in a sum as provided by the Labor Code and/or other statutes.

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

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

23 90. 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, total
25 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
26 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
27 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
28 given to the employee separately from the payment of wages; in either case the employer must give

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

2 91. Defendants failed to provide Plaintiff and the similarly situated Employee Class
3 members with accurate itemized wage statements in writing, as required by the Labor Code and
4 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
5 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
6 including for all overtime and double time hours worked and for deficient meal periods and rest
7 breaks, all of which Defendants knew or reasonably should have known were owed to the
8 Employees, as alleged above.

9 92. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
10 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)
11 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
12 earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
14 employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number, (8) the name and address of the legal
16 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
18 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
19 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such
20 timely and accurate wage and hour statements.

21 93. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
22 and intentional failure to provide them with the wage and hour statements as required by law and
23 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
24 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
25 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
26 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
27 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
28 to the employee during the pay period or any of the other information required to be provided on

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

8 94. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
9 are required “to pay each employee, on the established payday for the period involved, not less than
10 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
11 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may
13 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of
14 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
15 Wage Orders.

16 95. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
17 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all
19 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
20 them to make mathematical computations to analyze whether the wages paid in fact compensated
21 them correctly for all hours worked.

22 96. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
23 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
24 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
26 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award
27 of costs and reasonable attorneys’ fees.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

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

6 98. California Labor Code § 1174 requires that all employers shall keep accurate time
7 and wage records for all employees. California Labor Code § 1174.5 further requires that any
8 employee suffering injury due to a willful violation of the aforementioned obligations may seek
9 damages, including civil penalties, from the employer.

10 99. During the course of Plaintiff's and Employees' employment, Defendants
11 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
12 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
13 premium pay as discussed above and failing to document and pay for actual hours worked.

14 100. Defendants are also required by the California Labor Code § 1198 and the applicable
15 Wage Order to maintain a tracking system that accurately record Employees' hours worked.

16 101. Defendants have maintained a common unlawful policy and practice of failing to
17 accurately record all hours worked and all meal period start and end times.

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

20 103. Accordingly, Defendants are liable for civil penalties pursuant to the California
21 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

22 **SEVENTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 204**

24 **(Against All Defendants)**

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

27 105. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of the month during
3 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
4 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
5 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
6 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
7 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
8 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
9 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
10 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
11 all wages earned by not more than seven calendar days following the close of the payroll period.

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

17 107. Defendants violated Labor Code § 204 by systematically refusing to timely pay
18 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
19 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
20 payday for the period involved, not less than the applicable minimum wage for all hours worked in
21 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
23 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor
24 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
25 paragraph 20 of the applicable IWC Wage Orders.

26 108. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
28 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to

1 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
2 Wage Orders.

3 **EIGHTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 203**
5 **(Against All Defendants)**

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

8 110. Plaintiff and numerous Class members are no longer employed by Defendants; they
9 either quit Defendants' employ or were fired therefrom.

10 111. Defendants failed to pay these Employees all wages due and certain at the time of
11 termination or within seventy-two hours of resignation.

12 112. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty days from the date of separation from employment.

14 113. Defendants thus failed to pay Plaintiff and the Class members without abatement, all
15 wages as defined by applicable California law. Among other things, these Employees were not paid
16 all regular and overtime wages, including by Defendants failing to pay for all hours worked or
17 requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of
18 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
19 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
20 required time was willful within the meaning of Labor Code § 203.

21 114. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
22 are required "to pay each employee, on the established payday for the period involved, not less than
23 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §
24 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under
25 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may
26 therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of
27 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
28 Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants

1 are subject to a fine of not less than \$100 for causing Employees “to work for longer hours than
2 those fixed, or under conditions of labor prohibited by an order of the commission” or if the
3 employer pays “a wage less than the minimum fixed by an order of the commission” or
4 “violates...any provision of this chapter or any order or ruling of the commission.”

5 115. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
6 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the
7 IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall
8 continue until paid for up to thirty (30) days from the date they were due.

9 **NINTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 221**
11 **(Against All Defendants)**

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

14 117. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
15 receive from an employee any part of wages theretofore paid by said employer to said employee.”
16 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
17 public policy, an employer must timely pay for all hours worked. Defendants failed to do so.

18 118. Defendants unlawfully received and/or collected wages from the Employees in the
19 Class by requiring off-the-clock work, by miscalculating overtime, and not paying one hour of pay
20 at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and
21 the other Class members, as alleged above. By not compensating Employees for all hours worked
22 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

23 119. As a direct and proximate cause of the unauthorized deductions, Employees have
24 been damaged, in an amount to be determined at trial.

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1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

3 **(Against All Defendants)**

4 120. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 121. Plaintiff is informed and believes and based thereon alleges that throughout the
7 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
8 related expenses they incurred. These include expenses Plaintiff and the Class members to incurred
9 in relation to the maintenance of uniforms provided by Defendants, which were required for her
10 job. Plaintiff and the Class members must be reimbursed for these necessary business expenses
11 under Labor Code § 2802 and Defendants failed to do so.

12 122. Defendants thus followed a uniform policy and practice of failing to reimburse
13 Employees for these necessary work related expenses or losses incurred in direct discharge of their
14 job duties during employment with Defendants and at the direction of the Defendants pursuant to
15 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

16 123. Defendants' knowing and willful failure to reimburse lawful necessary work related
17 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
18 things, Defendants did not inform employees of their right to be reimbursed for those work related
19 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
20 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
21 necessary expenses was an expected and essential function of their employment with Defendants
22 and that failure to incur those expenses would have adverse consequences on their employment.

23 124. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and
24 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of
25 the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
26 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
27 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
28 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, 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.

126. 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.

127. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in that Defendants’ policy and practice failed to provide the required amount of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

128. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, 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 employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

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

7 130. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
8 the Business & Professions Code § 17200 *et seq.*

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

13 132. By the conduct alleged herein, Defendants have engaged and continue to engage in
14 a business practice which violates California and federal law, including but not limited to, the
15 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
16 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
17 should issue declaratory and other equitable relief pursuant to California Business & Professions
18 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
19 competition, including restitution of wages wrongfully withheld.

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

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

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
9. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
12. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

4 15. For other wages and penalties under the Labor Code as may be proven;

5 16. For all general, special, and incidental damages as may be proven;

6 17. For an award of pre-judgment and post-judgment interest;

7 18. For an award providing for the payment of the costs of this suit;

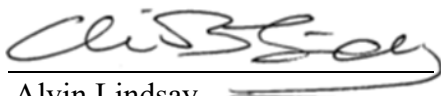
8 19. For an award of attorneys' fees; and

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

10
11 Dated: September 24, 2025

D.LAW, INC.

12
13 By:


Alvin Lindsay

William Tran

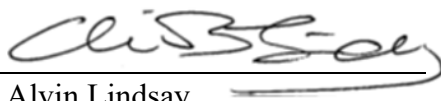
Attorneys for Rebeca Vargas and all
others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff Rebeca Vargas hereby demands trial of her claims by jury to the extent authorized by law.

Dated: September 24, 2025

D.LAW, INC.

By: 
Alvin Lindsay
William Tran
Attorneys for Rebeca Vargas and all
others similarly situated