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of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LEILA Z. DASTJERDI, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

SOUTH COAST MEDICAL CENTER FOR
NEW MEDICINE, INC., a California stock
corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01375034-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:
Hon. William Claster
Dept.: CX101

SECOND AMENDED 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 § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*
12. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: January 22, 2024
First Amended Complaint Filed: March 18, 2024
Trial: none set

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

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as
9 patient coordinators, receptionists, and in similar and in similar and related positions by
10 Defendants SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC., a California
11 stock corporation, and DOES 1 through 50, inclusive (all defendants being collectively referred to
12 herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
13 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
14 (“IWC”), and the California Business & Professions Code, and seeks redress for these violations.

15 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
16 Defendants in positions generally pertaining to providing therapeutic and health care services to
17 Defendants’ patients. Plaintiff, and upon information and belief the other similarly situated
18 Employees in the Class, were required to perform work tasks based out of Defendants’ medical
19 center in Irvine, California. Plaintiff was employed by Defendants as a patient coordinator, and
20 Defendants tasked her with duties that included scheduling appointments for patients and creating
21 a scheduling plan.

22 3. Defendants employed other similarly situated Employees in similar and related
23 positions based out of Defendants’ medical center in Irvine, California and California facilities.
24 Plaintiff and the other similarly situated Class Members worked at Defendants’ behest without
25 being paid all wages due and without being provided all required breaks. More specifically,
26 Plaintiff and the other similarly situated Class Members were employed by Defendants and (1)
27 shared similar job duties and responsibilities, (2) were subjected to the same policies and practices,
28 and (3) endured similar violations at Defendants’ hands.

1 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
2 and failed to accurately record the hours they were on the clock, failed to pay them at the
3 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
4 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
5 statements that prevented them from learning of these unlawful pay practices. Defendants also
6 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were
7 required to remain under Defendants' control and were not provided with the opportunity to take
8 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and
9 the applicable paragraphs of the IWC Wage Orders.

10 5. Defendant SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC. is
11 a California stock corporation that lists its principal address in Irvine, California with the
12 California Secretary of State. It lists a registered corporate agent with an address in Orange,
13 California, in Orange County. South Coast Medical Center for New Medicine ("South Coast")
14 lists its type of business as "Medical Center." The wage statements issued to Plaintiff list South
15 Coast Medical Center for New Medicine as her employer with an address in Irvine, California.
16 South Coast's website explains that: "The Center focuses on a precise, personalized approach to
17 healthcare that includes, prevention, early detection of cancer, and internal medicine."

18 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
19 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
20 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
21 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
22 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
23 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Orange County and
24 Defendants list a principal address in Irvine, California. Defendants also employ Class Members at
25 its medical center in Orange County, California.

26 7. The true names and capacities, whether individual, corporate, associate, or
27 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
28 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of

1 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
2 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
3 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
4 this Complaint to reflect the true names and capacities of the Defendants designated herein as
5 Does 1 through 50 when their identities become known.

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

17 **FACTUAL BACKGROUND**

18 9. The Employees who comprise the Class, including Plaintiff, are non-exempt
19 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
20 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
21 the Employee Class Members were employed by Defendants and worked in non-exempt
22 positions at the direction of Defendants in the State of California. Plaintiff and the Class
23 Members were either not paid by Defendants for all hours worked or were not paid at the
24 appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to
25 pay Plaintiff and the Class Members all wages due and owing, including compensation for off the
26 clock work, uncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage
27 statements, all in violation of various provisions of the California Labor Code and applicable
28 paragraphs of the IWC Wage Orders.

1 10. During the course of Plaintiff and the Class Members' employment with
2 Defendants, they were not paid all wages they were owed, including for all work performed
3 (resulting in "off the clock" work) and for all their overtime hours worked, and they were not
4 paid at the required rates for overtime. This has resulted in systematic and ongoing violations of
5 the California Labor Code and relevant IWC Wage Orders. Upon information and belief,
6 Defendants employ other non-exempt, hourly employees as patient coordinators, receptionists,
7 and in similar and related positions based out of their medical center in California.

8 11. Plaintiff was generally scheduled to work five days per week for eight hours per
9 shift, with shift times generally spanning from 8:30 a.m. through 5:00 p.m. On many occasions,
10 Plaintiff was also required to work longer shifts with an additional hour or two of time approved
11 by Defendants to be paid at overtime premium rates. However, Plaintiff was required by
12 Defendants to endure substantial off-the-clock work before and after her scheduled shift hours.

13 12. Defendants' policy and practice of requiring systematic off-the-clock work flowed
14 in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to
15 be inputted into the company time clock by Employees. While Defendants required time punch
16 records for shift start and end times and meal period beginning and end times, they were
17 oftentimes not recorded contemporaneously with the actual hours worked. Upon arriving to the
18 medical center, Plaintiff generally made her way to the time clock that was located towards the
19 back of the medical center. However, on many occasions, Plaintiff was interrupted with questions
20 and interactions by patients before Plaintiff had a chance to reach the time clock and clock in.
21 Plaintiff believes that she was expected to prioritize these discussions and recalls that such
22 interactions spanned anywhere from 1-10 minutes, depending on the patient and the patient's
23 needs, and Defendants' timekeeping procedures failed to account for this off-the-clock work.

24 13. Additionally, Defendants instructed Plaintiff and the Class Members to record in
25 the timekeeping system that they took a thirty for a meal period and did so before the fifth hour of
26 work as required under the Labor Code and Wage Orders. Defendants instructed Plaintiff and the
27 Class Members to thus record compliant meal breaks without regard to whether they were
28 actually taken on time or for the full duration or were interrupted by patient and management

1 demands and other work requirements. Additionally, by deducting 30 minutes for a meal period
2 that was generally not lawfully provided, Defendants effectively and unlawfully deducted at least
3 30 minutes of hours worked from each Employee's daily work shifts.

4 14. Defendants' managers also expected Plaintiff to be available to work and respond
5 to work-related inquiries after scheduled work hours. Defendants' managers, colleagues, and
6 patients regularly contacted Plaintiff by calling her personal cell phone regarding work-related
7 matters and scheduling and would do so throughout the workday, during meal periods, and after
8 work hours. Plaintiff estimates that she spent about 3-4 hours a week off the clock responding to
9 patients' questions and arranging schedules. These off-the-clock hours were not recorded, and
10 Defendants failed to compensate Plaintiff for such work. Additional off-the-clock work occurred
11 in the form of the unlawful deduction of 30 minutes of hours worked for an alleged thirty-minute
12 long meal period that was provided generally untimely or were interrupted by patients, managers,
13 and work demands.

14 15. Overtime hours were generally not allowed, and Plaintiff was frequently reminded
15 by Defendants' managers to clock out before the eight-hour mark of any given shift even if she
16 was compelled to continue working or otherwise remain under Defendants' control. This strict
17 overtime avoidance policy compelled Plaintiff to work many hours off the clock and without
18 compensation. Additionally, to whatever extent Defendants paid Plaintiff and Class Members
19 performance-based bonuses and any other form of remuneration such as shift differentials and the
20 like in addition to hourly pay, Defendants failed to include it in the regular rate used to calculate
21 and pay the overtime they did pay.

22 16. Plaintiff was therefore not paid for all her hours worked at the required minimum,
23 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
24 and practice of requiring her to work off the clock and without pay. Defendants systematically
25 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
26 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
27 day at the required double time rate. Upon information and belief, the Class Members were bound
28 by similar scheduling and timekeeping policies and endured similar violations at Defendants'

1 hands as Plaintiff.

2 17. Defendants have failed to maintain timekeeping records for Plaintiff that would
3 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required
4 and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours
5 worked, and by under-recording regular hours to the detriment of the Class Members, Defendants
6 have committed knowing and intentional ongoing violations of the record-keeping requirements
7 under the Labor Code, including section 1174, by either failing to maintain records or retaining
8 inaccurate ones.

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

18 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing
19 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
20 hours worked and failing to pay minimum wages for all time worked, as required by California
21 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
22 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
23 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
24 week in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

25 20. Defendants also failed to provide Plaintiff and the Class Members with their
26 required meal periods and at least two ten-minute rest breaks as required at a minimum for
27 Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to
28 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class

1 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).

2 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
3 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
4 IWC Wage Order(s).

5 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal
6 period. While managers instructed Plaintiff to take a thirty-minute break before the fifth hour of
7 work, such policy was rarely enforced. Meal periods were not scheduled, and instead, Plaintiff was
8 expected by management to take her meal period only after working attending to the needs of the
9 medical center. To whatever extent the meal period policy was enforced, it went by the wayside
10 quickly as there always seemed to be a patient issue to resolve, a phone call to take, or a message
11 to respond to. This led to systematically late and on-duty meal periods that were incessantly
12 interrupted by patient and management demands and required job duties and tasks to be
13 performed, which required Employees to remain under Defendants' control during breaks.
14 Defendants' managers also required Plaintiff to carry her cell phone with her during her meal
15 periods in case there was a work demand she had to attend to, thus exerting further control over
16 her during what were supposed to be duty-free break time. These management expectations also
17 contributed to Employees working through meal periods or not taking them or taking them late so
18 work could be accomplished or they were otherwise required to remain under Defendants' control
19 during meal periods.

20 22. Additionally, Defendants instructed Plaintiff and the Class Members to input into
21 the timekeeping system that they took a full thirty minutes for a meal period as required under the
22 Labor Code and Wage Orders. Defendants instructed Plaintiff and the Class Members to thus
23 record compliant meal breaks without regard to whether they were taken for the full duration or
24 were interrupted by patient and management demands and other work requirements. Plaintiff
25 recalls that her meal periods were interrupted on about 2-3 occasions per week, and despite this
26 fact, Defendants required Plaintiff to record that she took a thirty-minute meal period on each
27 work shift without regard to whether it was actually taken or was otherwise unlawful.

28 23. Therefore, meal period violations systematically occurred throughout all of

1 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
2 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
3 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
4 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
5 premium payment. Upon information and belief, the other Class Members were subjected to
6 similar unlawful policies and practices and endured similar violations as Plaintiff.

7 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
8 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
9 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
10 Members were required to perform work as ordered by Defendants for more than five hours
11 during a shift without receiving compliant meal periods. Additionally, as addressed above,
12 Defendants followed a practice of requiring off-the-clock work in a manner that would impact
13 when Employees were to receive meal periods and rest breaks and required them to respond to
14 work calls and inquiries and other demands during breaks, thus leading to further violations.

15 25. Upon information and belief, Defendants' systems did not automatically generate a
16 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
17 into a work shift or in the event the time punch records reflected a meal period of less than thirty
18 minutes. However, upon information and belief, in the event Defendants did pay any meal period
19 premiums, they did so at the employee's customary regular rate of hourly compensation without
20 including all forms of remuneration in that hourly rate calculation, for example by omitting
21 performance-based bonuses and the like from the rate at which meal premiums were paid.

22 26. Defendants thus followed uniformly applied policies of not providing all required
23 meal periods to their Employees. Meal periods were often not properly provided, as work
24 demands and computer and phone time impermissibly shortened their breaks. Even when Plaintiff
25 and the Class Members were able to take a meal period, it was generally interrupted by work
26 duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants
27 followed a practice of requiring off-the-clock work in a manner that would impact when
28 Employees were to receive meal periods and rest breaks, thus leading to further violations.

1 27. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
2 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
3 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
4 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
5 each Employee's effective regular hourly rate of compensation for each meal period or rest break
6 that Defendants failed to provide or deficiently provided.

7 28. Therefore, for at least four years prior to the filing of this action and through to the
8 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
9 not provided with the opportunity to take required breaks as required under the Labor Code and
10 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
11 Class Members were provided with a meal period, it was often untimely or interrupted, or was
12 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
13 Meal period violations thus occurred in one or more of the following manners:

- 14 (a) Class Members were not provided full thirty-minute duty free meal periods
15 for work days in excess of five hours and were not compensated one hour's
16 wages in lieu thereof, or were not compensated at the correct regular rate
17 of compensation, all in violation of, among others, Labor Code §§ 226.7,
18 512, and the applicable Industrial Welfare Commission Wage Order(s);
- 19 (b) Class Members were not provided second full thirty-minute duty free meal
20 periods for work days in excess of ten hours;
- 21 (c) Class Members were required to work through at least part of their daily
22 meal period(s);
- 23 (d) Meal periods were provided after five hours of continuous work during a
24 shift; and
- 25 (e) Class Members were restricted in their ability to take a full thirty-minute
26 meal period.

27 29. Similar violations resulted from Defendants' failure to authorize and permit
28 Plaintiff and the Class Members to take duty-free, net ten-minute rest breaks for every four hours

1 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class Members
2 were either not authorized permitted the opportunity to take a rest break, or were required to
3 remain under Defendants' control and respond to calls and instructions from management and job
4 and patient demands if and when they even attempted to take one. Upon information and belief,
5 Defendants thus also failed to authorize and permit employees to leave the premises during rest
6 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members
7 to remain under their control during required off-duty rest break times.

8 30. Rest breaks were neither scheduled nor contemplated by Defendants. During
9 Plaintiff's entire employment duration with Defendants, she cannot recall a time when she took a
10 break, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten
11 minute rest breaks during each of her work shifts. Defendants' managers also failed to inform
12 Plaintiff and the Class Members that they were entitled to receive at least two ten-minute rest
13 breaks during shifts of at least eight hours.

14 31. During rest periods, employers must relieve employees of all duties and relinquish
15 control over how employees spend their time. Plaintiff and the Class Members were and are
16 under Defendants' control when they are working through rest breaks and remaining under
17 Defendants' control. In the event that Defendant's ever did provide a rest break, Defendants
18 provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the
19 Class Members. Plaintiff and the Employees in the Class were thus not authorized and permitted
20 to take lawful rest periods, were systematically required by Defendants to work through or during
21 breaks, and were not provided with one hour's wages in lieu thereof. They were required to
22 remain on-duty during breaks or portions of their breaks, thus making them either untimely or
23 shortened and on-duty, and they were also prevented from leaving the premises and otherwise
24 remain under Defendants' control during rest breaks under Defendants' uniformly applied
25 policies and practices. Rest period violations therefore arose in one or more of the following
26 manners:

- 27 (a) Class Members were required to work without being provided a minimum
28 ten minute rest period for every four hours or major fraction thereof worked

1 and were not compensated one hour of pay at their regular rate of
2 compensation for each workday that a rest period was not provided;

3 (b) Class Members were not authorized and permitted to take timely rest periods
4 for every four hours worked, or major fraction thereof;

5 (c) Class Members were required to remain on-duty during rest periods or
6 otherwise had their rest periods interrupted by work demands; and

7 (d) Class Members were not permitted to leave the premises during rest periods
8 or were otherwise required to remain under Defendants' control during
9 them.

10 32. From at least four years prior to the filing of this lawsuit and continuing to the
11 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
12 deducting the Employees' earned wages, including by the above described off the clock work and
13 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
14 breaks, Defendants unlawfully deducted up to 30 additional minutes for alleged thirty-minute long
15 meal periods that were rarely provided or otherwise received without violation. Thus, by
16 deducting 30 minutes for a meal that was generally not lawfully provided if at all, Defendants
17 effectively and unlawfully deducted up to 30 minutes of hours worked from each Employee's
18 daily work shifts. By not compensating Employees for all hours worked and other deductions from
19 total wages, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

20 33. Defendants also violated California Labor Code § 246 by not providing all
21 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
22 Employee who "works in California for the same employer for 30 or more days within a year
23 from the commencement of employment is entitled to paid sick days as specified in this section."
24 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
25 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
26 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
27 the Class Members during the relevant time period, including by failing to provide two work
28 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and

248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

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

- a. failing to pay all wages owed to Class Members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;
- b. failing to pay all wages owed to the Class Members twice monthly in accordance with the requirements of Labor Code § 204;
- c. failing to pay Class Members all wages owed, including all meal and rest period premium wages, and failing to pay them at the regular rate of compensation;
- d. failing to maintain accurate records of Class Members’ hours worked and earned wages and meal periods in violation of Labor Code § 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- e. failing to produce timekeeping records in response to Plaintiff’s timely and lawful request to receive them under these authorities.

35. Defendants have also consistently failed to provide Class Members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime

1 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
2 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
3 miscalculating any overtime or meal period or rest break premium wages and by the systematic
4 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
5 difficult to account with precision for the unlawfully withheld wages and meal and rest period
6 compensation owed to Plaintiff and the Class, during the liability period, including because they
7 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
8 and because they did not implement and preserve a record-keeping method as required for non-
9 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
10 California Wage Orders. Upon information and belief, time clock punches were not maintained or
11 were not accurately maintained for work shifts and meal periods, which were automatically
12 presumed by Defendants to have been lawfully provided when they were not. Defendants also
13 failed to accurately record and pay for all regular and overtime hours worked and submitted by
14 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
15 calculated overtime premium rate. Defendants also failed to accurately list the name of the entity
16 that is the employer of the Class Members and failed to accurately list total hours worked during a
17 pay period.

18 36. Defendants have thus also failed to comply with Labor Code § 226(a) by
19 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
20 Members, along with the appropriate applicable rates, among others requirements. Plaintiff and
21 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
22 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
23 applicable California IWC Wage Orders by failing to maintain time records showing when the
24 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
25 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
26 payment of wages and accurately reporting total hours worked.

27 37. Defendants also required Plaintiff and the Class Members to work hours off the
28 clock for which they were not compensated. They were required to endure off the clock work

1 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
2 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
3 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
4 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
5 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
6 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
7 two hours of their resignation, as required by California wage-and-hour laws.

8 38. Additionally, from at least four years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have regularly required Plaintiff and the Class Members to
10 incur necessary business expenses in the course of performing their required job duties without
11 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
12 calls and text messages regarding work-related inquiries from managers, colleagues, and patients.
13 Plaintiff and the Class Members must be reimbursed for these necessary business expenses under
14 Labor Code § 2802 and Defendants systematically failed to do so.

15 39. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
16 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
17 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
18 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California Code of Regulations, Title 8, section
19 11000 *et seq.*

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

24 **CLASS ALLEGATIONS**

25 41. Plaintiff brings this class action on behalf of herself and all others similarly situated
26 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as
27 “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at
28 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 by Defendants within the State of California.” This includes all types of patient coordinators, receptionists, and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

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

e. Subclass 5. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants’ policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

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.

1 i. Subclass 9. Payroll Records Subclass. All Class Members who were
2 subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as
3 required by California wage-and-hour laws.

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

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

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

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

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

1 **A. Numerosity**

2 45. The potential members of the class as defined are so numerous that joinder of all
3 the member of the class is impracticable. While the precise number of Class Member has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy
6 the Class definition within the State of California. Plaintiff alleges that Defendants' employment
7 records will provide information as to the number and location of all Class Members.

8 **B. Commonality**

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

- 15 a. Whether Defendants failed to pay Employees minimum wages;
- 16 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 17 c. Whether Defendants failed to pay Employees overtime as required under Labor
18 Code § 510;
- 19 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
20 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
21 premium pay in lieu thereof;
- 22 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
23 Orders, by failing to authorize and permit Employees to take requisite rest breaks
24 or provide premium pay in lieu thereof;
- 25 f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
26 providing employees with all required sick days and COVID-19 supplemental sick
27 leave;
- 28 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with

inaccurate wage statements;

h. Whether Defendants violated Labor Code § 221;

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' conduct was willful;

k. Whether Defendants violated the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;

l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;

o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

47. 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

48. 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

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

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

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

52. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced

1 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
2 and policies, most notably intentionally refusing to pay for all hours actually worked which should
3 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
4 agreements and policies and practices on the Employees and Class as a whole.

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

12 **FIRST CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(Against All Defendants)**

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

17 55. Defendants failed to pay Employees minimum wages for all hours worked.
18 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
19 would work hours and not receive wages, including as alleged above in connection with off-the-
20 clock work, including all the time required to remain on duty and under Defendants' control
21 during breaks and due to the work demands placed upon them by Defendants' management and
22 patients and by the unlawful deduction of hours or by paying what should have been overtime
23 hours as regular hours. Defendants' uniformly applied policies required systematic off-the-clock
24 work and underpayment of all wages owed to Employees over a period of time, while benefiting
25 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
26 wages to Plaintiff and the Class Members, including by requiring systematic off-the-clock work.
27 To the extent any local wage ordinances were also applicable to paying the employees an hourly
28 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.

1 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
2 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
3 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
4 wage pay.

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

10 57. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
11 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
12 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
13 applicable minimum wage rate fixed by the commission for work during the relevant period is
14 found in the Wage Orders.

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

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

27 60. In committing these violations of the California Labor Code, Defendants
28 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not

1 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
2 time worked by Plaintiff and other members of the Class, including by requiring off the clock
3 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
4 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
5 Welfare Commission requirements and other applicable laws and regulations. As a result of these
6 violations, Defendants also failed to timely pay all wages earned in accordance with California
7 Labor Code § 1194.

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

12 62. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
13 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
14 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
15 pay each employee minimum wages.

16 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
17 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
18 interest thereon.

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

22 65. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
23 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
24 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
25 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
26 members of the Class further request recovery of all unpaid wages, according to proof, interest,
27 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
28 provided by the California Labor Code and/or other applicable statutes. To the extent minimum

1 wage compensation is determined to be owed to the Class Members who have terminated their
2 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
3 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
4 which penalties are sought herein on behalf of these Class Members. Defendants' failure to timely
5 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
6 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
7 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
8 Members are entitled to seek and recover statutory costs.

9 **SECOND CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

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

20 68. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
21 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
22 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
23 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
24 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
25 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
26 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
27 work in a workweek.

28 69. Defendants had a consistent policy of not paying Employees wages for all hours

1 worked, including by requiring off-the-clock work as addressed above, by unlawful deductions, by
2 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
3 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
4 and pay overtime and failed to begin paying overtime when it was incurred due to the off the clock
5 work, as detailed above.

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

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

25 72. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
26 regular wages owed and overtime compensation for all hours worked, as required by California
27 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
28 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the

1 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

2 73. Additionally, Labor Code § 558(a) provides “any employer or other person acting
3 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
5 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
6 pay period for which the employee was underpaid in addition to an amount sufficient to recover
7 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was underpaid in addition to an
9 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
10 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
11 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
12 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
13 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
14 Code § 558.

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

21 75. Employees have been damaged by these violations of California Labor Code §
22 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
23 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
24 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
25 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
26 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
27 any order or ruling of the commission.”

28 76. Consequently, pursuant to the California Labor Code, including Labor Code §§

204, 510, 558, 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 for all their hours worked, 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.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

78. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, 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.

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

80. Defendants thus failed to provide Plaintiff and the Class Members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late

1 or for less than thirty minutes, or by requiring them to perform work during breaks.

2 81. Moreover, Defendants failed to compensate Employees for each meal period not
3 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
4 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
5 employee a meal period in accordance with this section, the employer shall pay the employee one
6 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
7 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
8 period premiums, they upon information and belief underpaid them by miscalculating the regular
9 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
10 compensate the Employees in the Class for each meal period not provided or inadequately
11 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
12 Wage Order.

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

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

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

27 85. Employees consistently worked consecutive four hour shifts and were generally
28 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and

1 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
2 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
3 each consecutive four-hour shift, and Defendants failed to provide Employees with timely rest
4 breaks of not less than ten minutes for each consecutive four-hour shift. Defendants made no effort
5 to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest
6 breaks. Employees were often required to work or to otherwise remain under Defendants' control
7 during rest periods and were also not permitted to leave their work premises during rest breaks. To
8 the extent Plaintiff and Class Members ever received a rest break, such breaks were interrupted by
9 patients, managers, and work demands.

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

14 87. Defendants, and each of them, have therefore intentionally and improperly denied
15 rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and
16 paragraph 12 of the applicable IWC Wage Orders.

17 88. Defendants failed to authorize and permit Plaintiff and the Class Members to take
18 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
19 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
20 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
21 12 and 20 of the applicable IWC Wage Orders.

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

27 ///

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

91. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; 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.

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

93. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor

Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class Members with such timely and accurate wage and hour statements.

94. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing and intentional failure to provide them with the wage and hour statements as required by law and are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete information as required by any one or more of items Labor Code § 226(a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

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

96. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code

1 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
2 Class suffered injuries, including among other things confusion over whether they received all
3 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
4 them to make mathematical computations to analyze whether the wages paid in fact compensated
5 them correctly for all hours worked.

6 97. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
7 IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of
8 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
9 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
10 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
11 an award of costs and reasonable attorneys' fees.

12 **SIXTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 221**
14 **(Against All Defendants)**

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

17 99. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
18 receive from an employee any part of wages theretofore paid by said employer to said employee."
19 Additionally, pursuant to California Labor Code § 204, other applicable laws, and public policy,
20 an employer must timely pay its employees for all hours worked. Defendants failed to do so.

21 100. Defendants unlawfully received and/or collected wages from the Employees in the
22 Class by requiring off the clock work, by miscalculating overtime, and by automatically deducting
23 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
24 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
25 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
26 Defendants unlawfully deducted up to 30 additional minutes for thirty minute long meal periods
27 that were rarely received without violation. Thus, by deducting 30 minutes for a meal period that
28 was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at

1 least 30 minutes of hours worked from each Employee's daily work shifts. In order to avoid
2 overtime, Defendants' managers failed to record and compensate Plaintiff's off-the-clock work.
3 By not compensating Employees for all hours worked Defendants unlawfully deducted wages
4 earned in violation of Labor Code § 221.

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

7 **SEVENTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 204**
9 **(Against All Defendants)**

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

12 103. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
13 employment are due and payable twice during each calendar month, on days designated in
14 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
15 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
16 during which the labor was performed, and labor performed between the 16th and the last day,
17 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
18 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
19 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
20 calendar days following the close of the payroll period." As detailed above, Defendants
21 maintained a consistently applied policy and practice of not paying all wages earned between the
22 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
23 between the 16th and the last day of the month between the 1st and 10th day of the following month.
24 Defendants similarly failed to pay all wages earned by not more than seven calendar days
25 following the close of the payroll period.

26 104. All wages due and owing to Plaintiff and the Class Members, including as required
27 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
28 required by Labor Code § 1194 and other sections became due and payable to each employee in

1 each pay period that he or she was not provided with a meal period or rest period or paid straight
2 or overtime wages to which he or she was entitled.

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

12 106. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
13 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
14 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
15 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
16 applicable IWC Wage Orders.

17 **EIGHTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 203**
19 **(Against All Defendants)**

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

22 108. Plaintiff and numerous Class Members are no longer employed by Defendants;
23 they either quit Defendants’ employ or were fired therefrom.

24 109. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two hours of resignation. Particularly, Plaintiff noticed that the last
26 paycheck issued to her by Defendants is short one hour and half.

27 110. The wages withheld from these Employees by Defendants remained due and owing
28 for more than thirty days from the date of separation from employment. Additionally, Defendants

1 failed to pay Plaintiff her final check at the time of her termination.

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

9 112. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required "to pay each employee, on the established payday for the period involved, not less
11 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
12 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
13 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members
14 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
15 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
16 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
17 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
18 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
19 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
20 "violates...any provision of this chapter or any order or ruling of the commission."

21 113. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
22 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
23 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
24 shall continue until paid for up to thirty (30) days from the date they were due.

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1 **NINTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 115. 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.

10 116. 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.

14 117. Defendants are also required by the California Labor Code § 1198 and the
15 applicable Wage Order to maintain a tracking system that accurately records the times during
16 which Employees work.

17 118. Defendants have maintained a common unlawful policy and practice of failing to
18 accurately record all hours worked and all meal period start and end times and by adjusting or
19 otherwise rounding and shaving them down.

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

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

24 **TENTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 121. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 122. Plaintiff is informed and believes and based thereon alleges that throughout the
2 period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work-
3 related expenses they incurred. As addressed above, Defendants required Plaintiff and the Class
4 Members to use their cellular phones to conduct work-related business. Plaintiff and the Class
5 Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and
6 Defendants systematically failed to do so.

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

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

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

24 **ELEVENTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

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

5 127. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
7 injunctive relief, restitution, and other appropriate equitable relief.

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

17 129. Wage-and-hour laws express fundamental public policies. Paying employees their
18 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
19 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
20 vigorously to enforce minimum labor standards, to ensure that employees are not required or
21 permitted to work under substandard and unlawful conditions, and to protect law-abiding
22 employers and their employees from competitors who lower costs to themselves by failing to
23 comply with minimum labor standards.

24 130. Defendants have violated statutes and public policies. Through the conduct alleged
25 in this Complaint Defendants have acted contrary to these public policies, have violated specific
26 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
27 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
28 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and

1 privileges guaranteed to all employees under the law.

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

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

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

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

17 135. 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
22 the disgorgement of such profits as may be necessary to restore Employees to the money
23 Defendants have unlawfully failed to pay.

24 **TWELFTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

26 **(Against All Defendants)**

27 136. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
28 full herein.

1 137. Plaintiff and the Employees in the Class are also aggrieved employees as defined
2 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
3 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
4 period.

5 138. In failing to pay Aggrieved Employees minimum wages and overtime, not
6 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
7 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
8 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
9 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
10 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
11 paragraph 7 of the applicable IWC Wage Orders.

12 139. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
13 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
14 including the penalty provisions, without limitation, based, inter alia, on the following California
15 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
16 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

17 140. More specifically, after complying with the notice procedures of Labor Code §
18 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
19 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
20 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
21 including as follows:

22 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
23 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
24 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
25 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
26 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
27 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant
28 to Labor Code § 2699(g)(1);

1 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
2 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
3 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
4 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
5 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
6 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
7 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
8 pursuant to Labor Code § 2699(g)(1);

9 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
10 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
11 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
12 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
13 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
14 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
15 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
16 providing inaccurate wage statements and failing to maintain records as required under Labor
17 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
18 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
19 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
20 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
21 citation, ...";

22 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
23 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
24 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
25 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
26 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
27 § 2699(g)(1);

28 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For

Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 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 §§ 221, 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(g)(1);

(f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate 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(g)(1).

141. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seek 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.

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

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

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

1 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
2 the filing of this action, as may be proven;

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

5 4. For compensatory damages in the amount of all unpaid wages, including overtime
6 and double-time pay, as may be proven;

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

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

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

15 8. For restitution and/or damages and penalties for Defendants' failure to pay all
16 wages due twice monthly under Labor Code § 204, as may be proven;

17 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
18 for all Class Members in violation of Labor Code § 221, as may be proven;

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

21 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

22 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

23 13. For damages and restitution for failure to reimburse all reasonable and necessary
24 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

25 14. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

27 15. For an order enjoining Defendants and their agents, servants, and employees, and
28 all persons acting under, in concert with, or for them, from acting in derogation of any rights or

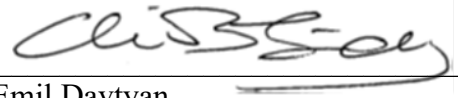
1 duties adumbrated in this Complaint;

- 2 16. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 3 17. For penalties under Labor Code § 558, as may be proven;
- 4 18. For other wages and penalties under the Labor Code as may be proven;
- 5 19. For all general, special, and incidental damages as may be proven;
- 6 20. For an award of pre-judgment and post-judgment interest;
- 7 21. For an award providing for the payment of the costs of this suit;
- 8 22. For an award of attorneys' fees; and
- 9 23. For such other and further relief as this Court may deem proper and just.

10 DATED: September 4, 2025

D.LAW, INC.

11 By

12 

13 Emil Davtyan

14 David Yeremian

15 Alvin B. Lindsay

16 William Tran

17 Attorneys for Plaintiff LEILA Z.

18 DASTJERDI and all others similarly situated

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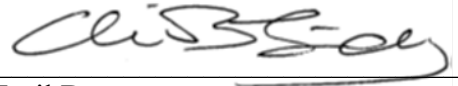
DEMAND FOR JURY TRIAL

Plaintiff LEILA Z. DASTJERDI hereby demands trial of her claims by jury to the extent authorized by law.

DATED: September 4, 2025

D.LAW, INC.

By



Emil Davtyan

David Yeremian

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff LEILA Z.

DASTJERDI and all others similarly situated