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12 *of California and Aggrieved Employees*

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF RIVERSIDE**

15 TRACY SELBY, on behalf of the State of
16 California, and Aggrieved Employees;

17 Plaintiff,

18 v.

19 KPC GLOBAL MEDICAL CENTERS, INC.; and
20 DOES 1-100, inclusive;

21 Defendant.

Case No.: **CVRI 2302864**

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

DEMAND FOR JURY TRIAL

1 Plaintiff Tracy Selby, on behalf of the State of California and Aggrieved Employees
2 (collectively “Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action against Defendant KPC Global Medical Centers, Inc. (“Defendant”) on behalf of the State of
6 California to collect statutory penalties as a result of Defendant’s systematic violations of California
7 labor law with respect to Defendant’s current and former non-exempt, hourly workers in California
8 (the “Aggrieved Employees”).

9 2. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
10 workers who have worked for Defendant in California throughout the relevant time period, defined
11 as July 16, 2022 through the final resolution of this action.¹

12 3. Upon information and belief, Defendant owns and operates medical facilities in
13 California. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds of
14 hourly, non-exempt workers similarly situated to Plaintiff in California.

15 4. Plaintiff challenges Defendant’s policies and practices of (1) failing to pay Plaintiff and
16 the Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and the Aggrieved
17 Employees all minimum wages owed; (3) failing to pay Plaintiff and the Aggrieved Employees
18 overtime wages as required by law for hours worked over eight hours in a day and/or forty hours in a
19 week; (4) failing to provide meal breaks to Plaintiff and Aggrieved Employees to which they are
20 entitled by law and failing to make premium payments for those non-compliant meal breaks; (5)
21 failing to provide Plaintiff and the Aggrieved Employees accurate, itemized wage statements; and (6)
22 failing to timely pay Plaintiff and the Aggrieved Employees full wages earned during employment
23 and upon separation.

24 5. Defendant maintains a policy and/or practice of failing to properly compensate Plaintiff
25 and on information and belief, the Aggrieved Employees for work related tasks performed while “off-
26 the-clock,” giving rise to minimum wage and overtime violations. This includes, but is not limited
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 to, requiring Plaintiff and on information and belief, the Aggrieved Employees to undergo Covid-19
2 screenings off-the clock without compensation and failing to pay Plaintiff and on information and
3 belief, Aggrieved Employees for off-the-clock time worked beyond their scheduled shifts. This time
4 spent working off-the-clock goes unrecorded and therefore uncompensated.

5 6. Upon information and belief, Defendant institutes a similar policy of not compensating
6 employees for off-the-clock time worked beyond scheduled shifts that results in hundreds of
7 Aggrieved Employees performing services for the benefit of Defendant while off-the-clock.

8 7. Throughout the relevant time period, Plaintiff and on information and belief, the
9 Aggrieved Employees have been denied proper payment for all hours worked, including overtime and
10 minimum wages, for the time spent working off-the-clock. For instance, Plaintiff and on information
11 and belief, the Aggrieved Employees do not receive overtime compensation for time spent working
12 off-the-clock after eight hours in a day or for time spent working during Covid-19 screenings and
13 time worked beyond scheduled shifts when the hours worked are in excess of eight (8) hours per day
14 and forty (40) hours per week. Defendant fails to pay for any of this work time, including the required
15 overtime premiums, in violation of the California Labor Code.

16 8. Upon information and belief Defendant imposes unlawful alternative workweeks in
17 some of its facilities. Defendant routinely requires Plaintiff and on information and belief, Aggrieved
18 Employees to work alternative work weeks under an unlawful policy. The alternative workweeks'
19 policy established by Defendant requires Plaintiff and on information and belief, Aggrieved
20 Employees to work shifts of twelve hours, three times per week. Under their alternative workweeks'
21 policy, Defendant did not pay Plaintiff and on information and belief, Aggrieved Employees such
22 time worked over eight hours worked in a workday at the overtime pay rate.

23 9. As a result of these policies and/or practices, Plaintiff and on information and belief,
24 Aggrieved Employees are denied compensation for all hours worked, including minimum wages and
25 overtime, which they are lawfully owed resulting from the off-the-clock work in excess of eight (8)
26 hours per day and forty (40) hours per week.

27 10. In addition, for each day Plaintiff and on information and belief, the Aggrieved
28 Employees work shifts of more than ten hours, Defendant systematically denies Plaintiff and the

1 Aggrieved Employees a full, timely, and uninterrupted second meal break. Similarly, Plaintiff and on
2 information and belief, the Aggrieved Employees do not receive requisite premium payments for
3 these missed second meal breaks.

4 11. The wage statements provided by Defendant do not accurately set forth all of the
5 information required by California law. The wage statements fail to accurately report the hours
6 worked and the amount of wages and overtime pay to which Plaintiff and on information and belief,
7 Aggrieved Employees are entitled. Further, Defendant fails to report all premium pay owed for non-
8 compliant meal periods. As a result, Plaintiff and on information and belief, Aggrieved Employees
9 cannot readily determine from the wage statements alone the compensation owed to them.

10 12. As a result of the above violations, Defendant has also failed to pay Plaintiff and on
11 information and belief, Aggrieved Employees all wages due during employment and following their
12 separation from employment.

13 13. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
14 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
15 Private Attorneys General Act ("PAGA").

16 **PARTIES**

17 14. Plaintiff and the Aggrieved Employees are current and former non-exempt, hourly
18 employees who worked for Defendant during all relevant times throughout California. Defendant
19 employs and/or employed Plaintiff and the Aggrieved Employees.

20 15. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
21 Complaint was a resident of the State of California.

22 16. Plaintiff was employed by Defendant as a non-exempt nurse from February 6, 2021, to
23 March 26, 2023. Plaintiff worked for Defendant in Hemet, California.

24 17. Plaintiff is informed, believes, and thereon alleges that Defendant is a California
25 corporation headquartered in Hemet, California. Defendant is registered to do business in California,
26 does business in California and employs and/or employed hourly, non-exempt employees, including
27 Plaintiff and the Aggrieved Employees in California. Defendant may be served with process by
28 serving its registered agent, CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite

1 150N, Sacramento, California, 95833.

2 18. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or
3 employed the Aggrieved Employees, among other hourly employees, in this county and throughout
4 the state of California.

5 19. Defendant employs and/or employed Plaintiff and the Aggrieved Employees because
6 Defendant, directly or indirectly, control the employment terms, pay practices, timekeeping practices,
7 and daily work of Plaintiff and the Aggrieved Employees.

8 20. Plaintiff is informed, believes, and thereon alleges that Defendant exercises control over
9 Plaintiff and the Aggrieved Employees with respect to their employment.

10 21. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
11 and omissions alleged herein were performed by and/or attributable to Defendant.

12 22. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of Does 1-100, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by
14 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
15 named Defendants is responsible in some manner for the occurrences and violations as herein alleged.
16 Plaintiff will amend this Complaint to show their true names and capacities when they have been
17 ascertained. Defendants and Does 1-100 are jointly and severally liable for the civil penalties asserted.

18 23. At all relevant times, Defendant has done business under the laws of California, have
19 had places of business in California, including in this judicial district, and have employed the
20 Aggrieved Employees in this judicial district. Defendant is a “person” as defined in Labor Code § 18
21 and Business and Professions Code § 17201. Defendant is also an “employer” as that term is used in
22 the Labor Code and IWC Wage Orders.

23 **JURISDICTION AND VENUE**

24 24. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393 and/or
25 395(a). Defendant conducts business and employs Aggrieved Employees in this County and within
26 the state of California.

27 25. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
28 The Court also has jurisdiction over Defendant because it is authorized to do business in the State of

1 California, is authorized to do business and employ workers in the State of California, and is registered
2 with the California Secretary of State.

3 **FACTUAL ALLEGATIONS**

4 26. Upon information and belief, Defendant owns and operates medical facilities in
5 California. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds of
6 hourly, non-exempt workers similarly situated to Plaintiff in California.

7 27. Defendant was formally a Delaware corporation named Physicians for Healthy
8 Hospitals, Inc. On August 11, 2020, an Articles of Incorporation with Statement of Conversion was
9 filed with the Secretary of State of California converting the former Delaware corporation named
10 Physicians for Healthy Hospitals, Inc. to a California corporation named KPC Global Medical
11 Centers, Inc.

12 28. Plaintiff worked for Defendant as a nurse in Hemet, California from approximately
13 February 6, 2021, to March 6, 2023 at Hemet Valley Medical Center aka Hemet Global Medical
14 Center. Plaintiff is informed, believes, and thereon alleges that Hemet Valley Medical Center is owned
15 and operated by Defendant. Plaintiff was classified as an hourly, non-exempt employee and was paid
16 at hourly rates ranging from \$26.30 to \$46.82 throughout her employment.

17 29. Although Plaintiff's shifts varied in length, Plaintiff usually worked between
18 approximately twelve (12) hours or more per shift, for approximately three (3) or more days per week.
19 Plaintiff's weekly hours varied, but on average, Plaintiff worked approximately thirty-six (36) hours
20 per week, or more. Such time was exclusive of all time worked off-the-clock, as alleged herein.

21 30. Like Plaintiff, the Aggrieved Employees are current and former non-exempt employees
22 of Defendant in California. Plaintiff is informed, believes, and thereon alleges that the Aggrieved
23 Employees include non-exempt workers in California, including but not limited to, licensed
24 vocational nurses, certified registered nurses, nurses, technicians, janitorial staff, clerical staff,
25 information technology staff, food services staff, environmental services staff, pharmacy staff, and
26 other employees with similar job duties. Defendant pays the Aggrieved Employees, including
27 Plaintiff, on an hourly rate basis.

28 31. Plaintiff is informed, believes, and thereon alleges that the policies and practices of

1 Defendant have at all relevant times been similar for Plaintiff and the Aggrieved Employees,
2 regardless of particular job assignment or facility location in California.

3 32. On information and belief, Aggrieved Employees are required to follow and abide by
4 common work, time, and pay policies and procedures in the performance of their jobs and duties.

5 33. At the end of each pay period, on information and belief the Aggrieved Employees
6 receive wages from Defendant that are determined by common systems and methods that Defendant
7 selects and controls.

8 34. Defendant routinely requires Plaintiff and on information and belief, Aggrieved
9 Employees to perform work off-the-clock and without compensation. This includes but is not limited
10 to Defendant requiring Plaintiff and on information and belief, Aggrieved Employees to undergo
11 Covid-19 screenings which included waiting in line, filling out a sign-in sheet including Covid-19
12 symptoms, undergoing temperature checks, undergoing a Covid-19 swab test if unvaccinated for
13 Covid-19 bi-weekly, and obtaining a sticker certifying the Covid-19 screening was completed as well
14 as surgical mask, if necessary, from a security officer prior to clocking in for the start of their shift. It
15 takes Plaintiff and on information and belief, Aggrieved Employees at least approximately three
16 minutes and often longer to go through the line, undergo such temperature and Covid-19 screening
17 checks before being permitted to clock in for the beginning of each shift.

18 35. Upon information and belief, Defendant imposes unlawful alternative workweeks in at
19 least some of its facilities. Defendant routinely requires Plaintiff and on information and belief,
20 Aggrieved Employees to work alternative work weeks under an unlawful policy. The alternative
21 workweeks policy established by Defendant requires Plaintiff and on information and belief,
22 Aggrieved Employees to work shifts of twelve hours, three times per week. Under their alternative
23 workweeks' policy, Defendant did not pay Plaintiff and upon information and belief, Aggrieved
24 Employees such time worked over eight hours worked in a workday at the overtime pay rate.

25 36. Defendant routinely calls on Plaintiff and on information and belief, Aggrieved
26 Employees to work extra shifts and/or stay beyond the hours scheduled in their shifts. However,
27 Defendant fails to pay Plaintiff and upon information and belief, Aggrieved Employees for the entire
28 time they spent working beyond their scheduled hours.

1 37. As a result of these policies and/or practices, Plaintiff and on information and belief,
2 Aggrieved Employees are denied compensation for all hours worked, including minimum wages and
3 overtime, which they are lawfully owed resulting from the off-the-clock work in excess of eight (8)
4 hours per day and forty (40) hours per week.

5 38. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies
6 these Covid-19 screenings and similarly fails to pay for such time across all of Defendant's facilities
7 throughout California.

8 39. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes the same or
9 substantially similar timekeeping mechanisms and unlawful compensation protocols throughout its
10 facilities in California.

11 40. Defendant's common course of wage-and-hour abuse also includes routinely failing to
12 maintain accurate records of the hours worked by Plaintiff and on information and belief, Aggrieved
13 Employees. In particular, Defendant has failed to record all hours worked by Plaintiff and on
14 information and belief, Aggrieved Employees, including overtime and premium pay owed for non-
15 compliant meal periods.

16 41. In addition to the above, for each day Plaintiff and on information and belief, Aggrieved
17 Employees work shifts of more than ten hours, Defendant systematically denies Plaintiff and on
18 information and belief, Aggrieved Employees with a full, uninterrupted, or otherwise compliant
19 second meal breaks. Similarly, Plaintiff and on information and belief, Aggrieved Employees do not
20 receive requisite premium payments for these missed second meal breaks.

21 42. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies
22 these meal break policies and practices across all of Defendant's facilities throughout California.

23 43. Defendant's failure to record all hours worked also results in a failure to provide Plaintiff
24 and on information and belief, Aggrieved Employees accurate itemized wage statements as required
25 by California law. The wage statements Defendant provides are not accurate because they do not
26 reflect payment for all hours worked, including minimum wage and overtime compensation, and
27 premium pay for second meal breaks.

28 44. Additionally, Plaintiff and on information and belief Aggrieved Employees did not

1 receive all wages during employment and following separation from employment, including
2 payments for work performed “off-the-clock,” including minimum wage and overtime compensation,
3 overtime premiums denied by Defendant’s alternative workweek policy, payments for work
4 performed beyond scheduled shifts, as well as premium payments for noncompliant second meal
5 breaks.

6 45. On information and belief, Aggrieved Employees report to facilities owned, operated,
7 or managed by Defendant to perform their jobs.

8 46. On information and belief, Aggrieved Employees perform their jobs under Defendant’s
9 supervision using materials and technology approved and supplied by Defendant.

10 47. On information and belief, Aggrieved Employees are required to follow and abide by
11 Defendant’s common work, time, and pay policies and procedures in the performance of their jobs.

12 48. On information and belief, at the end of each pay period, Aggrieved Employees receive
13 wages from Defendant that are determined by common systems and methods that Defendant select
14 and control.

15 49. On information and belief, Defendant’s method of paying Plaintiff and Aggrieved
16 Employees on an hourly rate basis.

17 50. On information and belief, Defendant’s method of paying Plaintiff Aggrieved
18 Employees is willful and not based on a good faith and reasonable belief that their conduct complied
19 with California law.

20 51. Plaintiff is informed, believes, and thereon alleges that Defendant’s unlawful conduct
21 has been widespread, repeated, and consistent as to the Aggrieved Employees and throughout
22 Defendant’s locations in California.

23 52. On information and belief, Defendant’s conduct described above has occurred at all
24 relevant times and is ongoing.

25 53. Defendant’s conduct was willful, carried out in bad faith, and triggers significant civil
26 penalties in an amount to be determined at trial.

27 **FIRST CAUSE OF ACTION**
28 **Penalties Pursuant to Labor Code § 2699(a)**
(On Behalf of the State of California and Aggrieved Employees)

1 54. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
2 herein.

3 55. Labor Code § 2699(a) provides:

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

9 56. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
10 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
11 or she quits, at the latest.

12 57. Labor Code § 203 provides, in relevant part:

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

18 58. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in
19 an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

20 59. Labor Code § 225.5 provides that every person who unlawfully withholds wages due
21 any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty of
22 \$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent
23 violation, or any willful or intentional violation, for each failure to pay each employee.

24 60. Labor Code § 226(a) provides:

25 “Every employer shall, semimonthly or at the time of each payment
26 of wages, furnish each of his or her employees, either as a detachable
27 part of the check, draft, or voucher paying the employee's wages, or
separately when wages are paid by personal check or cash, an
accurate itemized statement in writing showing (1) gross wages
28 earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who

1 is exempt from payment of overtime under subdivision (a) of
2 Section 515 or any applicable order of the Industrial Welfare
3 Commission, (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis,
5 (4) all deductions, provided that all deductions made on written
6 orders of the employee may be aggregated and shown as one item,
7 (5) net wages earned, (6) the inclusive dates of the period for which
8 the employee is paid, (7) the name of the employee and his or her
9 social security number, (8) the name and address of the legal entity
10 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. The deductions made
from payments of wages shall be recorded in ink or other indelible
form, properly dated, showing the month, day, and year, and a copy
of the statement or a record of the deductions shall be kept on file
by the employer for at least four years at the place of employment
or at a central location within the State of California.”

11 61. Labor Code § 226.3 provides:

12 “Any employer who violates subdivision (a) of Section 226 shall be
13 subject to a civil penalty in the amount of two hundred fifty dollars
14 (\$250) per employee per violation in an initial citation and one
15 thousand dollars (\$1,000) per employee for each violation in a
16 subsequent citation, for which the employer fails to provide the
17 employee a wage deduction statement or fails to keep the records
required in subdivision (a) of Section 226. The civil penalties
provided for in this section are in addition to any other penalty
provided by law.”

18 62. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
19 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
20 in compliance with Labor Code §§ 201-202.

21 63. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
22 Defendant, alleged above, to provide Plaintiff and the Aggrieved Employees an accurate, itemized
23 wage statement in compliance with Labor Code § 226(a).

24 64. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each violation
25 by Defendant of Labor Code § 225.5, 226.3, 256, and any other violation alleged herein that carries
26 penalties under Labor Code § 2699(a).

27 65. Pursuant to Labor Code § 2699.3(a)(1) and (2), on March 27, 2023, Plaintiff provided
28 the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this

1 claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
2 administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

3 66. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and herself as set forth in Labor Code § 2699.

5 67. Defendant is liable to Plaintiff, the Aggrieved Employees, and the State of California
6 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
7 award of attorneys' fees and costs as set forth below.

8 68. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION**
10 **Penalties Pursuant to Labor Code § 2699(f)**
(On Behalf of the State of California and Aggrieved Employees)

11 69. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 70. Labor Code § 2699(f) provides:

14 "For all provisions of this code except those for which a civil penalty
15 is specifically provided, there is established a civil penalty for a
16 violation of these provisions, as follows: . . . (2) If, at the time of the
17 alleged violation, the person employs one or more employees, the
18 civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred
dollars (\$200) for each aggrieved employee per pay period for each
subsequent violation."

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

22 72. Labor Code § 204(a) provides that "[a]ll wages ... earned by any person in any
23 employment are due and payable twice during each calendar month...."

24 73. IWC Wage Order 5-2001(2)(K) defines hours worked as "the time during which an
25 employee is subject to the control of an employer and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so."

27 74. Labor Code § 1198 makes it unlawful for employers to employ employees under
28 conditions that violate the Wage Order.

1 75. Labor Code § 510 provides, in relevant part:

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

10 76. Labor Code § 1182.12 provides, in relevant part:

11 ...

12 (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not
13 be less than the amounts set forth in this subdivision, except when the scheduled
14 increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).
 (1) For any employer who employs 26 or more employees, the minimum wage shall
 be as follows:

15 ...

16 (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen
 dollars (\$13) per hour.

17 (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen
 dollars (\$14) per hour.

18 (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen
 dollars (\$15) per hour.

19

20 77. Labor Code § 1197 provides:

21 The minimum wage for employees fixed by the commission or by
22 any applicable state or local law, is the minimum wage to be paid to
23 employees, and the payment of a lower wage than the minimum so
 fixed is unlawful. This section does not change the applicability of
 local minimum wage laws to any entity.

24 78. Labor Code § 1194 provides, in relevant part:

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

79. Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001 require Defendant to make available timely and compliant meal periods to its employees. Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period, the employee is considered “on duty” and the meal period is counted as time worked under the applicable wage order.

80. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and the Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and the Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code §§ 200, 201-203, 204, 226, 226.3, 226.7, 256, 510, 512, 1182.12, 1194, 1197, 1198, IWC Wage Order 5-2001, and any other violation alleged herein does not carry penalties under Labor Code § 2699(a).

81. Pursuant to Labor Code § 2699.3(a)(1) and (2), on March 27, 2023, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

82. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1).

83. Defendant is liable to Plaintiff, the Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

84. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

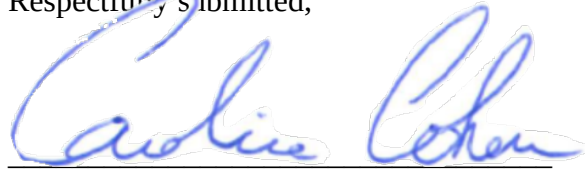
WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,

1 requests the following relief:

- 2 1. For the Court to declare, adjudge, and decree that Defendant has violated the
- 3 California Labor Code as alleged herein;
- 4 2. For an order awarding the State of California, Plaintiff, and the Aggrieved Employees
- 5 civil penalties provided for under the PAGA;
- 6 3. For interest on any penalties awarded, as provided by applicable law;
- 7 4. For an award of reasonable attorneys' fees as provided by the California Labor Code,
- 8 including labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5,
- 9 and/or any other applicable law;
- 10 5. For all costs of suit, as provided in Labor Code § 2699(g)(1); and,
- 11 6. For such other and further relief as this Court deems just and proper.

12 Respectfully submitted,

13 Date: June 5, 2023



14
15 Carolyn H. Cottrell
16 Caroline N. Cohen
17 SCHNEIDER WALLACE
18 COTTRELL KONECKY LLP

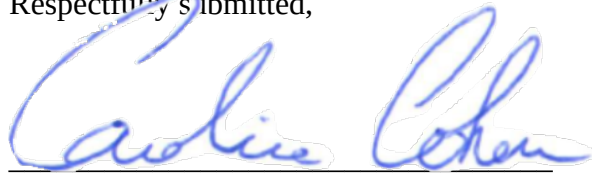
19 *Attorneys for Plaintiff, on behalf of the State of*
20 *California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

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

4 Respectfully submitted,

5 Date: June 5, 2023

6 

7 Carolyn H. Cottrell
8 Caroline N. Cohen
9 SCHNEIDER WALLACE
COTTRELL KONECKY LLP

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