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

LISA MARTINI and ISAAH MA,
individuals, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

SAN FERNANDO VALLEY COMMUNITY
MENTAL HEALTH CENTER,
INCORPORATED, a California corporation;
SAN FERNANDO VALLEY COMMUNITY
HEALTH, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV00900

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);

- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of Private Attorneys General Act (California Labor Code § 2698, et seq.)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs LISA MARTINI (“Plaintiff Martini”) and ISIAIAH MA (“Plaintiff Ma”) (hereinafter collectively referred to as “Plaintiff” and/or “Plaintiffs”), as individuals, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff Martini is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff Ma is an individual residing in the State of California, County of Los Angeles.

7. Defendant SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INCORPORATED, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant SAN FERNANDO VALLEY COMMUNITY HEALTH, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INCORPORATED and SAN FERNANDO VALLEY COMMUNITY HEALTH were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INCORPORATED, SAN FERNANDO COMMUNITY HEALTH, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-

1 interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were
2 acting within the course and scope of their authority as such agents, partners, joint venturers,
3 joint employers, representatives, servants, employees, successors, co-conspirators and/or
4 assigns, and all acts or omissions alleged herein were duly committed with the ratification,
5 knowledge, permission, encouragement, authorization and/or consent of each defendant
6 designated as a DOE herein.

7 11. The true names and capacities, whether corporate, associate, individual or
8 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
9 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
10 information and belief alleges, that each of the defendants designated as a DOE is legally
11 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
12 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
13 Plaintiff will seek leave of court to amend this Complaint to show the true names and
14 capacities when the same have been ascertained.

15 12. Defendant SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH
16 CENTER, INCORPORATED, SAN FERNANDO VALLEY COMMUNITY HEALTH, and
17 DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

18 13. Plaintiff further alleges that Defendants directly or indirectly controlled or
19 affected the working conditions, wages, working hours, and conditions of employment of
20 Plaintiff and the other class members so as to make each of said Defendants employers liable
21 under the statutory provisions set forth herein.

22 **CLASS ACTION ALLEGATIONS**

23 14. Plaintiffs bring this action on their own behalf and on behalf of all other
24 members of the general public similarly situated, and, thus, seeks class certification under
25 California Code of Civil Procedure section 382.

26 15. The proposed class is defined as follows:

27 All current and former hourly-paid or non-exempt employees who worked for
28 any of the Defendants within the State of California at any time during the

period from four years preceding the filing of this Complaint to final judgment and who reside in California.

Subclass A: All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

Subclass B: All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

16. Plaintiffs reserve the right to establish additional subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of

each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

20. Defendants, jointly and severally, employed Plaintiff Martini as an hourly-paid, non-exempt employee, from approximately August 2018 to approximately July 2021, in the State of California, County of Los Angeles.

21. Defendants, jointly and severally, employed Plaintiff Ma as an hourly-paid, non-exempt employee, since approximately April 2022, in the State of California, County of Los Angeles.

22. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

23. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

24. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

25. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

26. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

27. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed to provide Plaintiff and the other class members all required rest and meal periods during
2 the relevant time period as required under the Industrial Welfare Commission Wage Orders
3 and thus they are entitled to any and all applicable penalties.

4 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
7 member's regular rate of pay when a meal period was missed, and they did not receive all meal
8 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
9 regular rate of pay when a meal period was missed.

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
13 member's regular rate of pay when a rest period was missed, and they did not receive all rest
14 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
15 regular rate of pay when a rest period was missed.

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 required Plaintiff and the other class members to remain on Defendants' premises during
18 purported rest periods, thereby failing to relieve them of all employer control.

19 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 at least minimum wages for compensation and that they were not receiving at least minimum
22 wages for all hours worked.

23 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 rounded the work time recorded by Plaintiffs and the other class members in a manner that was
25 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs
26 and the other class members being underpaid for their time worked.

27 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 all wages owed to them upon discharge or resignation, including overtime and minimum wages
2 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
3 them at the time of their discharge or resignation.

4 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 all wages owed to them during their employment. Plaintiff and the other class members did
7 not receive payment of all wages, including overtime and minimum wages and meal and rest
8 period premiums, within any time permissible under California Labor Code section 204.

9 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 complete and accurate wage statements in accordance with California law, but, in fact, they did
12 not receive complete and accurate wage statements from Defendants. The deficiencies
13 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
14 other class members.

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Defendants had to provide the name of their legal entity that is
17 the employer on paystubs disbursed to Plaintiff and other class members, but, in fact, Defendants
18 failed to provide the name of their legal entity that is the employer of Plaintiff and other class
19 members resulting in inaccurate paystubs.

20 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Defendants had to keep complete and accurate payroll records
22 for Plaintiff and the other class members in accordance with California law, but, in fact, did
23 not keep complete and accurate payroll records.

24 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to
26 reimbursement for necessary business-related expenses.

27 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that they had a duty to compensate Plaintiff and the other class

1 members pursuant to California law, and that Defendants had the financial ability to pay such
2 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
3 represented to Plaintiff and the other class members that they were properly denied wages, all
4 in order to increase Defendants' profits.

5 43. During the relevant time period, Defendants failed to pay overtime wages to
6 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
7 class members were required to work more than eight (8) hours per day and/or forty (40) hours
8 per week without overtime compensation for all overtime hours worked.

9 44. During the relevant time period, Defendants failed to provide all requisite
10 uninterrupted meal and rest periods to Plaintiff and the other class members.

11 45. During the relevant time period, Defendants required Plaintiff and the other
12 class members to remain on Defendants' premises during purported rest periods, thereby
13 failing to relieve them of all employer control.

14 ///

15 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members at least minimum wages for all hours worked.

17 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members all wages owed to them upon discharge or resignation.

19 48. During the relevant time period, Defendants rounded the work time recorded by
20 Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or
21 that favored Defendants over time, resulting in Plaintiff and the other class members being
22 underpaid for their time worked.

23 49. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members all wages within any time permissible under California law, including, *inter*
25 *alia*, California Labor Code section 204.

26 50. During the relevant time period, Defendants failed to provide complete or
27 accurate wage statements to Plaintiff and the other class members.

28 51. During the relevant time period, Defendants failed to provide the name of their

1 legal entity that is the employer of Plaintiff and other class members on paystubs disbursed to
2 Plaintiff and other class members resulting in inaccurate paystubs.

3 52. During the relevant time period, Defendants failed to keep complete or accurate
4 payroll records for Plaintiff and the other class members.

5 53. During the relevant time period, Defendants failed to reimburse Plaintiff and the
6 other class members for all necessary business-related expenses and costs.

7 54. During the relevant time period, Defendants failed to properly compensate
8 Plaintiff and the other class members pursuant to California law in order to increase
9 Defendants' profits.

10 California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit
11 the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her]
12 under this article."

13 **FIRST CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 510 and 1198)**

15 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
16 **INCORPORATED and DOES 1 through 100)**

17 55. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
18 through 53, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 56. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly
24 basis.

25 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
26 were required to pay Plaintiff and the other class members employed by Defendants, and
27 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
28 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more

1 than forty (40) hours in a workweek.

2 58. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff and the other class members overtime compensation at a rate of two
4 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

5 59. California Labor Code section 510 codifies the right to overtime compensation
6 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
7 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
8 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
9 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
10 of work.

11
12 60. During the relevant time period, Plaintiff and the other class members worked in
13 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 61. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff and the other class members.

16 62. Defendants' failure to pay Plaintiff and the other class members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 63. Pursuant to California Labor Code section 1194, Plaintiff and the other class
20 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
25 **INCORPORATED and DOES 1 through 100)**

26 64. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 62, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 65. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

4 66. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 67. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work period per
11 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
12 consent of both the employer and employee.

13 68. At all relevant times, the applicable IWC Wage Order and California Labor
14 Code section 512(a) further provide that an employer may not require, cause or permit an
15 employee to work for a work period of more than ten (10) hours per day without providing the
16 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
17 that if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived by mutual consent of the employer and the employee only if the first meal period
19 was not waived.

20 69. During the relevant time period, Plaintiff and the other class members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
22 their legally-mandated meal periods by mutual consent, were required to work for periods
23 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes and/or rest period.

25 70. During the relevant time period, Plaintiff and the other class members who were
26 scheduled to work for a period of time in excess of six (6) hours were required to work for
27 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
28 (30) minutes and/or rest period.

1 71. During the relevant time period, Defendants intentionally and willfully required
2 Plaintiff and the other class members to work during meal periods and failed to compensate
3 Plaintiff and the other class members the full meal period premium for work performed during
4 meal periods.

5 72. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members the full meal period premium due pursuant to California Labor Code section
7 226.7.

8 73. Defendants' conduct violates applicable IWC Wage Order and California Labor
9 Code sections 226.7 and 512(a).

10 ///

11 74. Pursuant to applicable IWC Wage Order and California Labor Code section
12 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
13 additional hour of pay at the employee's regular rate of compensation for each work day that
14 the meal or rest period is not provided.

15 **THIRD CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226.7)**

17 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
18 **INCORPORATED and DOES 1 through 100)**

19 75. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 73, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 76. At all times herein set forth, the applicable IWC Wage Order and California
23 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
24 employment by Defendants.

25 77. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any rest period mandated by an applicable
27 order of the California IWC.

28 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 79. During the relevant time period, Defendants required Plaintiff and other class
7 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
8 rest period per each four (4) hour period worked.

9 ///

10 80. During the relevant time period, Defendants willfully required Plaintiff and the
11 other class members to work during rest periods and failed to pay Plaintiff and the other class
12 members the full rest period premium for work performed during rest periods.

13 81. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 class members the full rest period premium due pursuant to California Labor Code section
15 226.7.

16 82. Defendants’ conduct violates applicable IWC Wage Orders and California
17 Labor Code section 226.7.

18 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
19 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employees’ regular hourly rate of compensation for each work
21 day that the rest period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

24 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
25 **INCORPORATED and DOES 1 through 100)**

26 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 81, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

86. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

87. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

88. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

89. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,
INCORPORATED and DOES 1 through 100)

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her

1 employment, his or her wages shall become due and payable not later than seventy-two (72)
2 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
3 intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 92. During the relevant time period, Defendants intentionally and willfully failed to
6 pay Plaintiff and the other class members who are no longer employed by Defendants their
7 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

8 93. Defendants' failure to pay Plaintiff and the other class members who are no
9 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
10 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
11 201 and 202.

12 94. California Labor Code section 203 provides that if an employer willfully fails to
13 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
14 shall continue as a penalty from the due date thereof at the same rate until paid or until an
15 action is commenced; but the wages shall not continue for more than thirty (30) days.

16 95. Plaintiff and the other class members are entitled to recover from Defendants the
17 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
18 pursuant to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 204)**

21 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
22 **INCORPORATED and DOES 1 through 100)**

23 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 94, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 97. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
28 any calendar month, other than those wages due upon termination of an employee, are due and

1 payable between the 16th and the 26th day of the month during which the labor was
2 performed.

3 98. At all times herein set forth, California Labor Code section 204 provides that all
4 wages earned by any person in any employment between the 16th and the last day, inclusive,
5 of any calendar month, other than those wages due upon termination of an employee, are due
6 and payable between the 1st and the 10th day of the following month.

7 99. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned for labor in excess of the normal work period shall be paid no later than the
9 payday for the next regular payroll period.

10 100. During the relevant time period, Defendants intentionally and willfully failed to
11 pay Plaintiff and the other class members all wages due to them, within any time period
12 permissible under California Labor Code section 204.

13 101. Plaintiff and the other class members are entitled to recover all remedies
14 available for violations of California Labor Code section 204.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226(a))**

17 **(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,**
18 **INCORPORATED and DOES 1 through 100)**

19 102. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 100, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 103. At all material times set forth herein, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate itemized
24 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
25 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
26 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the employee and

his or her 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. 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 three years at the place of employment or at a central location within the State of California.

104. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

105. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

106. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

107. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

108. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,
INCORPORATED and DOES 1 through 100)**

109. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

111. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

112. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

113. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

**(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,
INCORPORATED and DOES 1 through 100)**

114. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct

consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

115. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

116. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

117. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

**(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,
INCORPORATED and DOES 1 through 100)**

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

120. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

121. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code

sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

122. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

123. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

124. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of the Private Attorneys General Act §§ 2698, et seq.)

**(Against SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER,
INCORPORATED and DOES 1 through 100)**

125. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

126. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private

1 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
2 means of “deputizing” citizens as private attorneys general to enforce the Labor Code. In
3 enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow
4 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
5 Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to
6 arbitration.

7 127. Plaintiff, and such persons that may be added from time to time who satisfy the
8 requirements and exhaust the administrative procedures under the Private Attorney General Act,
9 bring this Representative Action on behalf of the State of California with respect to himself and
10 all individuals classified as all non-exempt employees who worked for Defendants in California
11 during the time period of March 23, 2022, until the present (the “AGGRIEVED
12 EMPLOYEES”).

13 128. On March 24, 2023, Plaintiff Ma gave written notice by certified mail to the
14 Labor and Workforce Development Agency (the "Agency") and the employer of the specific
15 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
16 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
17 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
18 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
19 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
20 EMPLOYEES as herein defined.

21 129. The policies, acts and practices heretofore described were and are an unlawful
22 business act or practice because Defendants (a) failed to pay AGGRIEVED EMPLOYEES
23 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
24 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
25 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
26 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
27 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,
28 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,

1 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and the applicable Industrial Wage
2 Order(s), and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby
3 seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act
4 of 2004 as the representative of the State of California for the illegal conduct perpetrated on
5 Plaintiff and the other AGGRIEVED EMPLOYEES.

6 130. For all provisions of the Labor Code for which civil penalty is not specifically
7 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars
8 (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two
9 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent
10 violation. Plaintiff and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable
11 attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor
12 Code Section 2699(g)(1).

13 131. To the extent that any of the conduct and violations alleged herein did not affect
14 Plaintiff during the PAGA Period, Plaintiff seeks penalties for those violations that affected other
15 AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519;
16 See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ["PAGA
17 allows an "aggrieved employee"—a person affected by at least one Labor Code violation
18 committed by an employer—to pursue penalties for all the Labor Code violations committed by
19 that employer."], Emphasis added, reh'g denied (June 13, 2018).).

20 21 **DEMAND FOR JURY TRIAL**

22 Plaintiff, individually, and on behalf of other members of the general public similarly
23 situated, requests a trial by jury.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
26 public similarly situated, prays for relief and judgment against Defendants, jointly and
27 severally, as follows:

28 **Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

///

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

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14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

///

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to

1 proof at trial;

2 26. For pre-judgment interest on any unpaid compensation from the date such
3 amounts were due;

4 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a);

6 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

7 29. For such other and further relief as the Court may deem just and proper.

8 **As to the Fifth Cause of Action**

9 30. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
11 time of termination of the employment of Plaintiff and the other class members no longer
12 employed by Defendants;

13 31. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 32. For statutory wage penalties pursuant to California Labor Code section 203 for
16 Plaintiff and the other class members who have left Defendants' employ;

17 33. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due; and

19 34. For such other and further relief as the Court may deem just and proper.

20 **As to the Sixth Cause of Action**

21 35. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
23 by California Labor Code section 204 to Plaintiff and the other class members;

24 36. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 37. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due; and

28 38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004.

Dated: February 13, 2024

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay
Attorneys for Plaintiff

EXHIBIT 1

March 24, 2023

Via Online Submission to the LWDA

Copies Sent Via Certified Mail to:

San Fernando Valley Community Mental Health
Center, Incorporated
16360 Roscoe Blvd., 2nd Floor
Van Nuys, CA 91406

Re: *Isaiah Ma v. San Fernando Valley Community Mental Health Center, Inc., et al.*

Dear Labor and Workforce Development Agency,

This office represents Isaiah Ma (“Plaintiff”), a former California employee of San Fernando Valley Community Mental Health Center, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.*

Plaintiff was employed by Defendant in California as a non-exempt hourly-paid employee. Herein we set forth the facts and theories of violations of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198, which we allege Defendant engaged in with respect to Plaintiff’s employment, as well as the employment of all other employees employed by Defendant in California (“aggrieved employees”).

Defendant failed to pay all wages (including minimum and overtime wages) to Plaintiff and other aggrieved employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and other aggrieved employees for the hours they worked. More specifically, Defendant (i) implemented a uniform and unlawful policy of requiring, pressuring and compelling Plaintiff and other aggrieved employees to manually record on handwritten timesheets and/or sign pre-printed timesheets reflecting their shift schedule instead of all hours actually worked; (ii) pressuring the Plaintiff and other aggrieved employees to work off-the-clock due to the demands of the job; and (iii) by failing to record and compensate all hours worked by Plaintiff and other aggrieved employees at their appropriate rates of pay.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Defendants auto-deducted time for meal periods, whether or not the employee actually took meal breaks. Plaintiff and other aggrieved employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5 hours, or a

second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 10 hours but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted meal period.

Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved employees were routinely unable, and not authorized, to take 10-minute uninterrupted rest periods for every 4 hours worked or major fraction thereof but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted rest period.

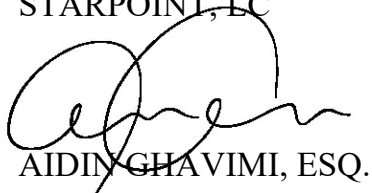
Defendant failed to issue Plaintiff and other aggrieved employees wage statements that fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of Labor Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other aggrieved employees received wage statements that failed to accurately state 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 wage statements received also did not accurately reflect the hours worked due to certain shifts falling in between multiple wage statements.

Defendant further failed to pay Plaintiff and other aggrieved employees all wages due at throughout their employment and at the separation of their employment based on the time frames required by Labor Code Sections 201-204 and 210 as a result of the violations described above.

Thank you. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

STARPOINT, LC

A handwritten signature in black ink, appearing to read 'Aidin Ghavimi', is written over the printed name.

AIDIN GHAVIMI, ESQ.