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CARMINA VALDEZ

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

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV06358

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1194, 1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES OWED
(LABOR CODE §§ 204, 510, 558,
1194, 1198);**
- (3) FAILURE TO PROVIDE MEAL
PERIODS (LABOR CODE §§ 226.7,
512, 558);**
- (4) FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS (LABOR
CODE §§ 226.7, 516);**
- (5) FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE §
226 *et seq.*);**
- (6) FAILURE TO TIMELY PAY ALL
WAGES UPON TERMINATION
(LABOR CODE §§ 201-203);**

- 1 (7) **UNFAIR COMPETITION (BUS &**
2 **PROF CODE § 17200 *et seq.*); and**
3 (8) **CIVIL PENALTIES UNDER THE**
4 **PRIVATE ATTORNEYS GENERAL**
5 **ACT (LABOR CODE § 2698 *et seq.*)**

6 **DEMAND FOR JURY TRIAL**
7 **UNLIMITED CIVIL CASE**
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1 Plaintiff Carmina Valdez (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against Advanced
3 Imaging Center, Inc., a California corporation, and DOES 1 to 100, inclusive (collectively “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this FAC for
7 recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et seq.*,
8 Labor Code §§ 201-203, Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194,
9 1194.2, 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 4 (the “Wage Order
10 4”), in addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California
11 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and
15 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los
16 Angeles. Defendants own, maintain offices, transact business, have agent(s) within the County of Los
17 Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the
18 jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the four years immediately preceding the filing of the lawsuit
22 in this action and within the statute of limitations periods applicable to each cause of action pled herein,
23 Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
24 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has been
25 deprived of the rights guaranteed by Labor Code §§ 201-203, 204, 218.5, 218.6, 226 *et seq.*, 226.7, 510,
26 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and California Business and Professions Code §
27 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 4, which sets employment
28 standards for the professional, technical, clerical, mechanical, and similar occupations, which includes

1 the industry in which Plaintiff worked for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years
3 preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do)
4 business by being a medical imaging center. Defendants employed Plaintiff and other, similarly-situated
5 non-exempt employees within Los Angeles County and the state of California and, therefore, were (and
6 are) doing business in Los Angeles County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
8 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants
9 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC
10 when such true names and capacities are discovered. Plaintiff is informed, and believes, and based
11 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
12 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff
13 and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs,
14 injuries and damages complained of herein.

15 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein,
16 Defendants were and are the employers of Plaintiff and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing of the
18 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
19 and each of them, were the agents, servants, and employees of each and every one of the other
20 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within
21 the course and scope of said agency and employment. Defendants, and each of them, approved of,
22 condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of and
24 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
25 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
26 that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

27 **GENERAL FACTUAL ALLEGATIONS**

28 9. Plaintiff, a former non-exempt employee, was employed by Defendants from

1 approximately November 22, 2021 through approximately May 2022. During her employment, Plaintiff
2 was employed as a Medical Billing/Front Office employee at Defendants' location in Lancaster,
3 California.

4 10. During her employment with Defendants, Plaintiff was generally scheduled to work from
5 7:00 a.m. to 7:30 p.m. or 8 p.m. Monday through Friday. Therefore, Plaintiff would often work more
6 than eight (8) hours per day and/or forty (40) hours per week. For part of her employment, Defendants
7 kept track of Plaintiff's hours worked through handwritten timesheets. Then, during the relevant time
8 period, Defendants required Plaintiff to use her employee code to clock in and out on the electronic
9 timekeeping system to keep track and record her work time.

10 11. During her employment with Defendants, Defendants would keep track of Plaintiff's time
11 worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's work time such that
12 Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized
13 by Defendants was not even-handed over time and would almost exclusively round and shave in
14 Defendants' favor such that Plaintiff was routinely unpaid for her time worked. As a result, Defendants
15 failed to pay Plaintiff all required minimum and overtime wages.

16 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all
17 required meal periods due to Defendants' meal period policies/practices which fail to provide
18 uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Specifically,
19 due to the work demands imposed by Defendants, Defendants often provided meal periods that were
20 either late or short or failed to provide a required meal period altogether. Moreover, when Plaintiff
21 worked shifts in excess of 10.0 hours, Defendants failed to provide a second meal period in violation of
22 California law.

23 13. Although Plaintiff was not provided with all legally-compliant meal periods to which she
24 was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each
25 workday in which she experienced a meal period violation as mandated by Labor Code § 226.7.

26 14. Plaintiff was also not authorized and permitted to take all legally required and compliant
27 rest periods due to Defendants' rest period policies and practices. Specifically, due to Defendants'
28 practices of understaffing and the work demands imposed by Defendants, Defendants did not authorize

and permit one rest period for every four hours worked, or *major fraction thereof*.

15. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7.

16. As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

17. As a further result of Defendants' failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff upon her termination of employment with Defendants.

CLASS ACTION ALLEGATIONS

18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class: consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.
- b. The Overtime Class: consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or forty hours per week and subject to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of this lawsuit through the present date.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who: (i) worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class and/or Rest Period Class in California, during the three years immediately preceding the filing of the lawsuit through the present.

g. The UCL Class consists of members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class; and (vi) Waiting Time Penalty Class.

19. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes for all hours actually worked;

ii. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194 by requiring overtime work and not paying for said work according to the overtime laws of the State of California;

- 1 iii. Whether Defendants provided all legally compliant meal periods to members of the Meal
2 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 3 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
4 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 5 v. Whether Defendants furnished legally compliant wage statements to members of the
6 Wage Statement Class pursuant to Labor Code § 226;
- 7 vi. Whether Defendants' policies and/or practices for the timing and amount of payment of
8 final wages to members of the Waiting Time Class at the time of their separation of
9 employment were lawful; and
- 10 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business
11 practices by and through the wage and hour policies and practices described above, and
12 whether as a result Defendants owe the classes restitution.

13 22. **Predominance of Common Questions:** Common questions of law and fact predominate
14 over questions that affect only individual members of the Classes. The common questions of law set
15 forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable
16 to each individual class member, such as Defendants' uniform timekeeping, minimum wage payment,
17 overtime wage payment, and meal and rest period policies and practices. As such, the common questions
18 predominate over individual questions concerning each individual class member's showing as to their
19 eligibility for recovery or as to the amount of their damages.

20 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff
21 was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations
22 period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members
23 of the Classes, was not provided all legally required minimum and overtime wages, was not provided
24 with all required meal periods, was not authorized and permitted to take all required rest periods, did not
25 receive meal and rest period premium wages when she was not provided compliant meal and rest periods,
26 was not provided with accurate, itemized wage statements, and was not paid all premium wages due at
27 the time of termination.

28 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to

1 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
2 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
3 Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in
4 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of
5 the members of the Classes.

6 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
7 important public interest in establishing minimum working conditions and standards in California. These
8 laws and labor standards protect the average working employee from exploitation by employers who
9 have the responsibility to follow the laws and who may seek to take advantage of superior economic and
10 bargaining power in setting onerous terms and conditions of employment. The nature of this action and
11 the format of laws available to Plaintiff and members of the Classes make the class action format a
12 particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee
13 were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable
14 advantage since they would be able to exploit and overwhelm the limited resources of each individual
15 plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of
16 the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
17 employees who would be disinclined to file an action against their former and/or current employer for
18 real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
19 Further, the prosecution of separate actions by the individual class members, even if possible, would
20 create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual
21 class members against Defendants herein; and which would establish potentially incompatible standards
22 of conduct for Defendants; and/or legal determinations with respect to individual class members which
23 would, as a practical matter, be dispositive of the interest of the other class members not parties to
24 adjudications or which would substantially impair or impede the ability of the class members to protect
25 their interests. Further, the claims of the individual members of the Classes are not sufficiently large to
26 warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending
27 thereto. As such, the Classes identified in Paragraph 18 are maintainable as a Class under § 382 of the
28 Code of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

4 26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 27. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197 and 1198
6 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked,
7 and provide a private right of action for the failure to pay all minimum wage compensation for all work
8 performed.

9 28. At all times relevant herein, Defendants were required to properly compensate Plaintiff
10 and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code
11 §§ 1194, 1197 and 1198, and the Wage Order 4. The Wage Order 4, Section 4 requires an employer to
12 pay to every employee on the established payday for the period involved not less than the applicable
13 minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members
14 of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and
15 the members of the Minimum Wage Class at least minimum wages for such hours.

16 29. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds
17 for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not
18 a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial
19 Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiff and the
20 members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages
21 unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

22 30. The foregoing practices and policies are unlawful and create entitlement to recovery by
23 Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
24 minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages,
25 civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558,
26 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 4, California Code of Civil Procedure § 1021.5
27 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

4 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198
6 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked
7 (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the
8 failure to pay all overtime compensation for overtime work performed.

9 33. At all times relevant herein, Defendants were required to properly compensate Plaintiff
10 and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code
11 §§ 510 and 1194, and the Wage Order 1. Labor Code § 510 and the Wage Order 1, Section 3 require an
12 employer to pay an employee “one and one-half (1½) times the regular rate of pay” for work in excess
13 of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and the Wage
14 Order 4, Section 3 also require an employer to pay an employee double the employee’s regular rate for
15 work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of
16 work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in
17 excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff
18 and the members of the Overtime Class at one and one-half their regular rate of pay for such hours.

19 34. The foregoing practices and policies are unlawful and create entitlement to recovery by
20 Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime
21 premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys’
22 fees and costs of suit, pursuant to Labor Code §§ 204, 210, 216, 218.5, 218.6, 510, 558, 1194 and 1198,
23 the Wage Order 4, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure §
24 1021.5, and Civil Code §§ 3287(b) and 3289.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PROVIDE MEAL PERIODS**

27 **(AGAINST ALL DEFENDANTS)**

28 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

37. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. The Wage Order 4, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

40. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

41. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.*

44. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

45. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due to them at their separation from employment, including, meal and rest period premium wages.

49. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting

1 Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the
2 requirements of Labor Code §§ 201-203.

3 50. Defendants' failure to pay all final wages was willful within the meaning of Labor Code
4 § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty
5 Class their earned wages upon separation from employment results in a continued payment of wages up
6 to thirty days from the time the wages were due.

7 51. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to
8 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

9 **SEVENTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(AGAINST ALL DEFENDANTS)**

12 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 53. Defendants have engaged and continue to engage in unfair and/or unlawful business
14 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing
15 to properly pay all minimum and overtime wages, provide all required meal periods and authorize and
16 permit all required rest periods, or pay premium payments in lieu thereof.

17 54. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
19 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
20 Defendants' competitors who have been and/or are currently employing workers and attempting to do so
21 in honest compliance with applicable wage and hour laws.

22 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein,
23 Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as
24 necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by
25 Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

26 56. The acts complained of herein occurred within the last four years immediately preceding
27 the filing of the lawsuit in this action.

28 57. Plaintiff was compelled to retain the services of counsel to file this court action to protect

1 her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants’
2 current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has
3 thereby incurred the financial burden of attorneys’ fees and costs, which she is entitled to recover under
4 Code of Civil Procedure § 1021.5.

5 **EIGHTH CAUSE OF ACTION**

6 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

7 **(AGAINST ALL DEFENDANTS)**

8 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 59. Defendants have committed several Labor Code violations against Plaintiff and other
10 Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor Code § 2698 et
11 seq., acting on behalf of herself and other Aggrieved Employees, brings this representative action against
12 Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of
13 California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1)
14 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
15 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each
16 subsequent violation per employee per pay period for those violations of the Labor Code for which no
17 civil penalty is specifically provided, based on the following Labor Code violations:

- 18 a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay
19 Plaintiff and the aggrieved employees all overtime compensation earned;
- 20 b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff
21 and the aggrieved employees the statutory minimum wage for all hours worked;
- 22 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally
23 required meal periods and failing to pay meal period premiums to Plaintiff and the
24 aggrieved employees;
- 25 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally
26 required rest periods and failing to pay rest period premiums to Plaintiff and the
27 aggrieved employees;
- 28

- 1 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and the aggrieved
2 employees with accurate and compliant itemized wage statements;
- 3 f) Defendants violated Labor Code § 204 by failing to pay Plaintiff and the aggrieved
4 employees all earned wages at least twice during each calendar month;
- 5 g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf
6 of Plaintiff and the aggrieved employees; and
- 7 h) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final
8 wages due to Plaintiff and other aggrieved employees.

9 60. On March 22, 2023, Plaintiff notified Defendants via certified mail, and the California
10 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the
11 California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor
12 Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 59
13 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the March 22, 2023 correspondence.
14 Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff
15 has exhausted her administrative requirements for bringing a claim under the Labor Code Private
16 Attorneys General Act with respect to these violations.

17 61. Plaintiff was compelled to retain the services of counsel to file this court action to protect
18 her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties
19 owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to
20 recover under California Labor Code § 2699(g).

21 **PRAYER**

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this
23 suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiff as representative of the Classes;
- 26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 27 4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and
28 penalties according to proof pursuant to Labor Code §§ 1194, 1194.2 and 1197;

1 5. Upon the Second Cause of Action, for compensatory, consequential, general and special
2 damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
4 damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

5 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special
6 damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

7 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor
8 Code § 226 *et seq.*;

9 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor
10 Code § 203;

11 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Class
12 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
13 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

14 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
15 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
16 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
17 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor
18 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
19 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
20 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent
21 violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial
22 violation and \$200.00 for each subsequent violation per employee per pay period for those violations of
23 the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations
24 cited in Paragraph 59 (a)-(h) above.

25 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
26 218.6 and Civil Code §§ 3287 and 3289;

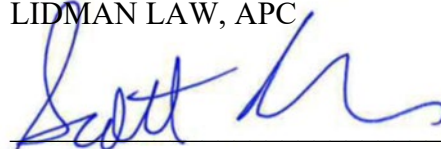
27 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5
28 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

1 14. For such other and further relief the Court may deem just and proper.

2 Dated: June 1, 2023

Respectfully submitted,
LIDMAN LAW, APC

3
4 By:



5 Scott M. Lidman
6 Elizabeth Nguyen
7 Milan Moore
8 Attorneys for Plaintiff
9 CARMINA VALDEZ

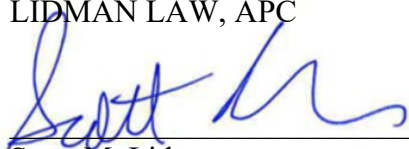
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12 Dated: June 1, 2023

Respectfully submitted,
LIDMAN LAW, APC

13
14 By:



15 Scott M. Lidman
16 Elizabeth Nguyen
17 Milan Moore
18 Attorneys for Plaintiff
19 CARMINA VALDEZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 22, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Advanced Imaging Center, Inc., a California corporation
c/o Alan Abrams, Registered Agent
1875 Century Park East, Suite 2200
Century City, CA 90067

Re: *Carmina Valdez v. Advanced Imaging Center, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Carmina Valdez in claims arising from his employment with Advanced Imaging Center, Inc., a California corporation (“Defendant”). Ms. Valdez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Valdez, a former non-exempt employee, was employed by Defendant from approximately November 22, 2021 through approximately May 2022. During her employment, Ms. Valdez was employed as a Medical Billing/Front Office employee at Defendant’s location in Lancaster, California.

During her employment with Defendant, Ms. Valdez was generally scheduled to work from 7:00 a.m. to 7:30 p.m. or 8 p.m. Monday through Friday. Therefore, Ms. Valdez would often work more than eight (8) hours per day and/or forty (40) hours per week. For part of her employment, Defendant kept track of Ms. Valdez’s hours worked through handwritten timesheets. Then, during the relevant time period, Defendant required Ms. Valdez to use her employee code to clock in and out on the electronic timekeeping system to keep track and record her work time.

During her employment with Defendant, Defendant would keep track of Ms. Valdez's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Ms. Valdez and other hourly, non-exempt employees were routinely unpaid for their time worked. As a result, Defendant failed to pay Ms. Valdez and other hourly, non-exempt employees all required minimum and overtime wages.

Throughout Ms. Valdez's employment with Defendant, Ms. Valdez and other hourly, non-exempt employees were not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Specifically, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Moreover, when Ms. Valdez and other hourly, non-exempt employees worked shifts in excess of 10.0 hours, Defendant failed to provide a second meal period in violation of California law.

Although Ms. Valdez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Valdez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Valdez and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to Defendant's practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Ms. Valdez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Valdez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Valdez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendant failed to pay all wages owed to Ms. Valdez and other former hourly, non-exempt employees upon their termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Violations

Defendant was required to pay their aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, during her employment with Defendant, Defendant would keep track of Ms. Valdez’s time worked and would unlawfully shave Ms. Valdez’s work time and/or round Ms. Valdez’s work time such that Ms. Valdez would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor such that Ms. Valdez was routinely unpaid for her time worked. This practice by Defendant resulted in Defendant not properly tracking the time worked by Ms. Valdez and the aggrieved employees, and also resulted in Defendant paying them less than they were owed for the work they performed, including failing to pay them for all required overtime wages.

Minimum Wage Violations

Defendant was required to pay their aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 4, § 4. The aggrieved employees were not paid for all hours worked due to Defendant’s timekeeping and compensation practices. As alleged above, As explained above, during her employment with Defendant, Defendant would keep track of Ms. Valdez’s time worked and would unlawfully shave Ms. Valdez’s work time and/or round Ms. Valdez’s work time such that Ms. Valdez would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor such that Ms. Valdez was routinely unpaid for her time worked. This practice by Defendant resulted in Defendant not properly tracking the time worked by Ms. Valdez and the aggrieved employees, and also resulted in Defendant paying them less than they were owed for the work they performed, including failing to pay them for all required minimum wages.

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As described above, Specifically, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Moreover, when Ms. Valdez worked shifts in excess of 10.0 hours, Defendant failed to provide a second meal period in violation of California law. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday

that the meal or rest or recovery period is not provided.”). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. Specifically, due to Defendant’s practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or major fraction thereof. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Valdez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant’s failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

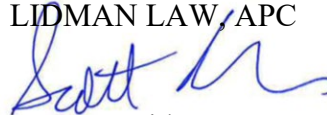
As an “aggrieved employee,” Ms. Valdez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Valdez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Valdez and the aggrieved employees all overtime compensation earned;

- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Valdez and the aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Valdez and the aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Valdez and the aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Valdez and the aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Ms. Valdez and the aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Valdez and the aggrieved employees; and
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Valdez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

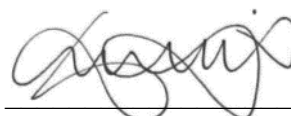
On June 1, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

Alan K. Abrams
Abrams & Taheri LLP
1875 Century Park East, Suite 1025
Century City, California 90067
Telephone (310) 894-8000
Facsimile (310) 633-8333
Attorneys for Defendant Advanced Imaging Center, Inc.

☒ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 1, 2023, at El Segundo, California.



Dana Joudi