

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TWOMAGNETS INC. D/B/A CLIPBOARD HEALTH, and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ROCHELL MINOR, as an individual on behalf of himself and all similarly situated employees of Defendants,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda

05/25/2023

Chad Finke, Executive Officer / Clerk of the Court

By: A. Linhares Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of Alameda - Rene C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612

CASE NUMBER:
(Número del Caso):

23CV034399

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Graham S.P. Hollis, SBN 120577/Hali M. Anderson, SBN 261816/ Nora J. Steinhagen, SBN 338969
3555 Fifth Avenue, Suite 200, San Diego, CA 92101, 619-692-0800

DATE:
(Fecha) 05/25/2023

Chad Finke, Executive Officer / Clerk of the Court
Clerk, by A. Linhares, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): GRAHAMHOLLIS, APC Graham S.P. Hollis, SBN 120577 / Hali M. Anderson 261816 Nora J. Steinhagen SBN 338969 3555 Fifth Avenue, Ste 200, San Diego, CA 92103 TELEPHONE NO.: 619-692-0800 FAX NO.: 619-692-0822 ATTORNEY FOR (Name): Plaintiff ROCHELL MINOR		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 05/25/2023 at 04:38:54 PM By: Angela Linhares, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Rene C. Davidson Courthouse			
CASE NAME: Minor v. Twomagnets Inc. et. al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 23CV034399	
		JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☒ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☒ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): 11
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: May 25, 2023
 Nora J. Steinhagen

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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Attorneys for Plaintiff Rochell Minor

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ROCHELL MINOR, as an individual on behalf
of himself and all similarly situated employees
of Defendants,

Plaintiff,

v.

TWOMAGNETS INC. D/B/A CLIPBOARD
HEALTH, and DOES 1 through 50, inclusive,

Defendants.

Case No.: **23CV034399**

**CLASS AND REPRESENTATIVE
COMPLAINT FOR DAMAGES, PENALTIES,
RESTITUTION AND INJUNCTIVE RELIEF:**

- 1) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY PREMIUM WAGES;
- 2) FAILURE TO PROVIDE REST PERIODS AND/OR PAY PREMIUM WAGES;
- 3) FAILURE TO PAY ALL MINIMUM AND/OR REGULAR WAGES;
- 4) FAILURE TO PAY ALL OVERTIME AND/OR DOUBLE TIME WAGES;
- 5) CONVERSION;
- 6) FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES;
- 7) FAILURE TO TIMELY PAY ALL WAGES DUE DURING AND UPON SEPARATION OF EMPLOYMENT;
- 8) FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;
- 9) FAILURE TO MAINTAIN ACCURATE RECORDS;
- 10) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (BUSINESS & PROFESSIONS CODE §§ 17200 ET SEQ. AND
- 11) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 ET SEQ.)

DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

05/25/2023 at 04:38:54 PM

By: Angela Linhares,
Deputy Clerk

1 Plaintiff Rochell Minor (“Plaintiff”) individually and on behalf of all other similarly
2 situated and/or aggrieved employees of Defendants Twomagnets Inc. d/b/a Clipboard Health and
3 DOES 1 through 50, inclusive (collectively, “Defendants”), alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this individual and putative class action against Defendants for
6 engaging in a pattern of wage and hour violations under the California Labor Code and the
7 Industrial Welfare Commission (“IWC”) Wage Orders.

8 2. This putative class action is brought by Plaintiff on behalf of himself and all other
9 current and former non-exempt employees of Defendants during the relevant time period (referred
10 to herein as “similarly situated employees”).

11 3. Plaintiff brings this representative action pursuant to the Private Attorneys General
12 Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) on behalf of all other current
13 and former non-exempt employees who worked for Defendant in the State of California, and who
14 have suffered at least one of the Labor Code violations described herein during the relevant time
15 period (hereinafter “aggrieved employees”).

16 4. Plaintiff is informed and believes, and on that basis alleges, that Defendants
17 decreased their employment-related costs by systematically violating California wage and hour
18 laws and engaging in unlawful and unfair business practices.

19 5. Plaintiff asserts that during the relevant time period, Defendants engaged in a
20 common pattern and practice of wage and hour violations under the California Labor Code
21 (“Labor Code”), the applicable California Industrial Welfare Commission’s (“IWC”) Wage
22 Order, and California contract law to decrease its employment related costs and increase its profits
23 by, among other things:

- 24 a. Misclassifying similarly situated and/or aggrieved employees as independent
25 contractors;
- 26 b. Failing to provide the opportunity to take legally compliant meal periods
27 and/or timely pay premium wages;
- 28 c. Failing to authorize and permit legally compliant rest periods and/or timely

1 pay premium wages;

2 d. Failing to timely pay all minimum, regular, overtime, and double time wages
3 for all hours actually worked;

4 e. Committing conversion;

5 f. Failing to reimburse for necessary business expenses;

6 g. Failing to timely pay all wages earned and due during and upon termination
7 of employment;

8 h. Failing to furnish accurate itemized wage statements;

9 i. Failing to maintain accurate records;

10 j. Engaging in unlawful, unfair and/or fraudulent business practices.

11 6. By and through this class action, Plaintiff seeks to recover all available remedies,
12 including, but not limited to, damages, penalties, restitution, and injunctive relief, as well as
13 reasonable attorneys' fees and litigation costs, as provided under California law.

14 7. All allegations in this Complaint are based upon information and belief except those
15 allegations that pertain to Plaintiff named herein and his counsel, which are based upon personal
16 knowledge. Each allegation in this Complaint has evidentiary support or is likely to have
17 evidentiary support after reasonable opportunity for further investigation and formal discovery.

18 **JURISDICTION AND VENUE**

19 8. This Court has subject matter jurisdiction to hear this case because Plaintiff is
20 informed and believes that the monetary damages and restitution sought herein for Defendants'
21 conduct exceeds the minimum jurisdictional limits of the Superior Court.

22 9. This Court has personal jurisdiction over Twomagnets, Inc. d/b/a Clipboard Health,
23 because it conducts business in the state of California and has caused injuries in the county of
24 Alameda, as well as throughout the state of California, through its acts, omissions, and violations
25 of the Labor Code and Business & Professions Code.

26 10. Venue as to Twomagnets, Inc. d/b/a Clipboard Health is proper in this judicial
27 district pursuant to Code of Civil Procedure § 395(a) because at least some of the acts and
28 omissions that are the subject matter of this Complaint occurred herein and Defendants transact

business herein.

11. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

I. PLAINTIFF

12. Plaintiff Rochell Minor at all material times mentioned herein:

- a. Was and is a resident of Sacramento County in the state of California.
- b. Was employed by Twomagnets, Inc. d/b/a Clipboard Health from approximately April 2, 2022 to November 12, 2022.
- c. Performed work for Defendant as a Certified Nurse Assistant at various facilities throughout California, including Oakland Post Acute, Crystal Ridge Post Acute, Placer County Post Acute, and Kit Carson Post Acute.
- d. Was misclassified by Defendant as an independent contractor.
- e. Earned an hourly wage and was paid on a bi-weekly basis.
- f. Regularly worked more than eight hours and/or 12 hours in a workday and/or 40 hours per week.
- g. Was not provided with the opportunity to take legally compliant meal periods and/or timely paid meal period premium wages.
- h. Was not authorized or permitted to take legally compliant rest periods and/or timely paid rest period premium wages.
- i. Was not compensated the appropriate minimum, regular, overtime, and/or double time wages for all time worked or spent under the control of Defendant.
- j. Contends that Defendant committed conversion as a result of misclassifying him;
- k. Was not reimbursed for necessary work expenses;

- 1 l. Was not timely paid all wages earned and due during and upon separation
- 2 of his employment;
- 3 m. Was not paid the required waiting time penalties for late payment of his
- 4 final wages;
- 5 n. Was not furnished with accurate itemized wage statements.
- 6 o. Contends his employment records, including time and payroll records, are
- 7 not accurately maintained by Defendant.
- 8 p. Was subject to Defendant's unlawful, unfair, and fraudulent business
- 9 practices.
- 10 q. Is a member of the class and sub-class defined herein.

11 **II. DEFENDANTS**

12 13. Defendant Twomagnets, Inc. d/b/a Clipboard Health ("Defendant") is a Delaware
13 company authorized to do business in California. Defendant is a staffing agency that places
14 medical personnel at various facilities throughout California.

15 14. The true names and capacities, whether individual, corporate, subsidiary,
16 partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to
17 Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil
18 Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities
19 of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed
20 and believes, and on that basis alleges, that each of the fictitious defendants have participated in
21 the acts and/or omissions alleged in this Complaint.

22 15. At all times mentioned herein, the acts alleged to have been done and/or caused by
23 the named defendant are also alleged to have been done and/or caused by the fictitiously named
24 defendants, and by each of their agents and/or employees who acted within the scope of their
25 agency and/or employment.

26 16. At all times mentioned herein, each named defendant, including each fictitiously
27 named defendant, is believed to have acted individually or as an officer, agent, or employee of the
28 other defendants, including each fictitiously named defendant.

1 17. At all times mentioned herein, each named defendant, including each fictitiously
2 named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint
3 venture of the other defendants, and in doing the things alleged herein, acted within the course
4 and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

5 18. At all times mentioned herein, the acts and/or omissions of each of the named
6 defendants, including each fictitiously named defendant, concurrently contributed to the various
7 acts and/or omissions of each and every one of the other defendants, including each fictitiously
8 named defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged
9 herein. Each of the named defendants, including each fictitiously named defendant, approved of,
10 condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained
11 herein. Each named defendant, including each fictitiously named defendant, was and is acting
12 with authority of each and every other defendant and/or are acting as agents of each and every
13 other defendant or Doe defendant.

14 19. At all times mentioned herein there was a unity of interest and ownership between
15 each named defendant, including each fictitiously named defendant, such that all defendants,
16 including each fictitiously named defendant, acted as a single employer of Plaintiff and all other
17 non-exempt employees.

18 20. At all times mentioned herein, each named defendant, including each fictitiously
19 named defendant, exercised supervision and control over the wages, hours, and/or working
20 conditions of Plaintiff and all other non-exempt employees, including, but not limited to,
21 implementing standard policies and procedures.

22 21. At all times mentioned herein, each named defendant, including each fictitiously
23 named defendant, caused non-exempt employees, including Plaintiff, to work and/or prevented
24 Plaintiff and other non-exempt employees from working.

25 22. At all times mentioned herein, each named defendant, including each fictitiously
26 named defendant, had control over Plaintiff and non-exempt employees.

27 23. Each named defendant, including each fictitiously named defendant, is alleged to
28 have caused each of the violations alleged herein.

24. Each named defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

25. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

26. Plaintiff was employed by Defendant from approximately April 2, 2022 to November 12, 2022 as a certified nursing assistant. While employed by Defendant, Plaintiff was assigned to perform work at various medical facilities throughout California. Plaintiff's job duties included, but were not limited to, tending to patients and ensuring their safety.

27. During his employment with Defendant, Plaintiff was regularly scheduled to work shifts that varied between approximately 8 and 16 hour shifts several days per week.

28. At all relevant times, Plaintiff was misclassified as an independent contractor, but he earned an hourly wage, and was to be paid on a biweekly basis. Plaintiff was paid an hourly wage that ranged from \$19.25 to \$28.86 per hour.

29. Plaintiff asserts that Defendant has employed, and will continue to employ, several similarly situated and/or aggrieved employees in Alameda County and throughout the state of California.

30. Plaintiff further alleges that throughout the relevant time period, all similarly situated and/or aggrieved employees earned an hourly wage, were to be paid on a biweekly basis, and worked at least eight hours per day and/or 40 hours per week.

31. Plaintiff and all other similarly situated and/or aggrieved employees were subject to, and continue to be subject to, the same and/or similar policies, practices, procedures, guidelines, and/or culture described herein.

32. Plaintiff and all other similarly situated and/or aggrieved employees have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

33. Plaintiff alleges that at all material times, Defendant had a policy, practice, procedure, guideline, and/or culture of willfully misclassifying Plaintiff and other similarly situated and/or aggrieved employees as independent contractors.

1 34. Plaintiff alleges that during the relevant time period, Defendant had the right to
2 control and direct, and did in fact exercise control and direction over Plaintiff and similarly
3 situated and/or aggrieved employees' job duties and working conditions. Among other forms of
4 control and direction, Defendant had the right to terminate Plaintiff and similarly situated and/or
5 aggrieved employees, with or without cause, required them to work on their clients' premises; and
6 their clients set Plaintiff's work schedule.

7 35. Plaintiff had no personal investment in most of the equipment or materials required
8 to do his work. Thus, Plaintiff and similarly situated and/or aggrieved employees were not free
9 from the control and direction of Defendant in connection with their work performance.

10 36. Defendant also required Plaintiff and other similarly situated and/or aggrieved
11 employees to perform work that was within their usual course of business. Defendant is a staffing
12 agency provider that provides medical personnel to its clients. Plaintiff and the similarly situated
13 and/or aggrieved employees are the medical personnel that were staffed at facilities by Defendant.

14 37. Defendant did not engage in an independently established business, trade, or
15 occupation.

16 38. By misclassifying Plaintiff and similarly situated and/or aggrieved employees as
17 independent contractors in violation of California law, Defendant deprived them of the rights,
18 protections, and benefits afforded to non-exempt employees in California, including but not
19 limited to meal and rest breaks, premium pay for non-compliant meal and rest breaks, and the
20 furnishment of wage statements.

21 39. Plaintiff alleges that at all material times Defendant did not have a policy, practice,
22 procedure, guideline, and/or culture of providing all similarly situated and/or aggrieved
23 employees with the opportunity to take an uninterrupted, 30 minute off-duty meal period before
24 the end of their fifth hour of work when they worked five or more hours in a day. Similarly,
25 Plaintiff contends that Defendant did not have a policy, practice, procedure, guideline, and/or
26 culture of providing all similarly situated employees with the opportunity to take a second
27 uninterrupted, 30 minute off-duty meal period when they worked more than 10 hours in a day, or
28 a third uninterrupted 30 minute off-duty meal period when they worked more than 15 hours in a

1 day.

2 40. Plaintiff and other similarly situated and/or aggrieved employees typically worked
3 over six hours in a workday. However, Plaintiff and other similarly situated and/or aggrieved
4 employees were not provided with the opportunity to take lawful meal periods. Plaintiff further
5 alleges that Defendant did not, and does not, provide adequate coverage to similarly situated
6 employees so that they can be relieved of all work duties to take a lawful meal period. For instance,
7 because Plaintiff was not permitted to leave a resident unattended, he could not leave the patient
8 he was assigned to without another employee covering for him to take a compliant meal period.
9 He was also required to keep a walkie-talkie on him at all times, so his meal breaks were often
10 interrupted by co-workers and supervisors. Defendant also made no effort to schedule timely meal
11 periods, and Plaintiff often did not receive his first meal period until he had been working for ten
12 hours. As a result, Plaintiff and, on information and belief, other similarly situated and/or
13 aggrieved employees were required to take their meal periods late, work through their meal
14 periods, or were interrupted during their meal periods.

15 41. Plaintiff further alleges that he and, on information and belief, other similarly
16 situated and/or aggrieved employees regularly worked in excess of 10 (and often up to 16) hours
17 in a workday, but rarely, if ever, were provided with a second or third off-duty, uninterrupted meal
18 period of at least 30 minutes. This was due in part to Defendant's policy, practice, procedure,
19 guideline, and/or culture of failing to provide adequate coverage to similarly situated and/or
20 aggrieved employees so that they could take a second or third meal period. Consequently, Plaintiff
21 and other similarly situated and/or aggrieved employees were forced to forgo their second and
22 third meal periods.

23 42. Defendant knew or should have known that Plaintiff and other similarly situated
24 and/or aggrieved employees were not provided with the opportunity to take legally compliant
25 meal periods because Defendant instructed Plaintiff and other similarly situated and/or aggrieved
26 employees not to leave patients unattended during their meal periods, failed to adequately staff
27 the medical facilities so that similarly situated employees could be relieved of all duties during
28 their meal periods, and automatically deducted 30 minutes from similarly situated and/or

1 aggrieved employees' daily wages regardless of whether they were actually provided with a lawful
2 meal period.

3 43. Plaintiff and, on information and belief, other similarly situated and/or aggrieved
4 employees did not sign an on-duty meal period agreement at any point during their employment,
5 nor did they voluntarily waive any of their meal periods.

6 44. Despite not receiving legally compliant meal periods, Plaintiff asserts that he and
7 other similarly situated and/or aggrieved employees did not receive premium wages equivalent to
8 an additional hour of pay at their regular rate of pay for each day they were not provided with
9 compliant meal periods.

10 45. Plaintiff alleges Defendant did not, and does not, have a policy, practice, procedure,
11 guideline, and/or culture of authorizing and permitting Plaintiff and other similarly situated and/or
12 aggrieved employees to take uninterrupted, off-duty rest periods of at least 10 minutes for every
13 four hours worked or major fraction thereof.

14 46. Plaintiff asserts that at all relevant times, he and other similarly situated and/or
15 aggrieved employees were not authorized or permitted to take lawful rest periods because
16 Defendant had a policy, practice, procedure, guideline and/or culture of requiring Plaintiff to keep
17 a walkie-talkie on him at all times; forbidding Plaintiff and other similarly situated and/or
18 aggrieved employees to leave a patient unattended; and failing to provide adequate coverage for
19 similarly situated and/or aggrieved employees. As a result, Plaintiff and other similarly situated
20 and/or aggrieved employees received rest periods that were not free from Defendant's control,
21 interrupted by work duties, and/or less than 10 minutes in length. On multiple occasions, Plaintiff
22 and similarly situated and/or aggrieved employees missed, or were otherwise compelled to forgo,
23 their rest periods.

24 47. Plaintiff alleges that Defendant knew or should have known that Plaintiff and other
25 similarly situated and/or aggrieved employees were not authorized and permitted to take legally
26 compliant rest periods because Defendant failed to adequately staff the facilities so that similarly
27 situated and/or aggrieved employees could be relieved of all duties during their rest periods.

28 48. Plaintiff contends that although he and other similarly situated and/or aggrieved

1 employees were not provided with legally compliant rest periods, Defendant did not, and does
2 not, have a policy, practice, procedure, guideline, and/or culture of compensating similarly
3 situated and/or aggrieved employees rest period premium wages for all non-compliant rest
4 periods.

5 49. Plaintiff alleges that during the relevant time period, Defendant had a policy,
6 practice, procedure, guideline, and/or culture of not compensating similarly situated and/or
7 aggrieved employees all minimum and/or regular wages for all time engaged in work on behalf
8 of Defendant.

9 50. Plaintiff contends that due in part to Defendant's policy, practice, procedure,
10 guideline, and/or culture of requiring similarly situated and/or aggrieved employees to work
11 during their meal periods he and other similarly situated employees were directed, pressured,
12 compelled, and/or otherwise coerced into performing job duties while off-the-clock during their
13 meal periods. For instance, Plaintiff was required to keep a walkie-talkie on his person at all times
14 during his shift and was constantly interrupted by his co-workers and supervisors over his walkie-
15 talkie during his meal breaks. Nonetheless, Defendant did not consider the time spent by Plaintiff
16 and other similarly situated and/or aggrieved employees working through their meal periods as
17 compensable. Rather, Defendant had a policy, practice, procedure, guideline, and/or culture of
18 automatically deducting 30 minutes from Plaintiff's and other similarly situated and/or aggrieved
19 employees' daily wages for meal periods, regardless of whether similarly situated and/or
20 aggrieved employees were actually provided with a lawful meal period. This resulted in the
21 unlawful withholding of minimum and/or regular wages for time actually worked by Plaintiff and
22 other similarly situated and/or aggrieved employees.

23 51. Plaintiff contends that due in part to Defendant's policy, practice, procedure,
24 guideline, and/or culture of mandating that similarly situated and/or aggrieved employees
25 complete COVID-19 screenings before and after their scheduled shifts, he and other similarly
26 situated and/or aggrieved employees were directed, pressured, compelled, and/or otherwise
27 coerced into performing job duties while off-the-clock. For instance, Plaintiff was required to
28 arrive at his work site approximately ten to fifteen minutes prior to the start of his scheduled shift

1 to complete a COVID-19 screening but was not paid for this time. Even where the screening did
2 not take the full fifteen minutes, Plaintiff would begin work before the scheduled start of his shift
3 and was not paid for this time. In addition, Plaintiff was required to complete a COVID-19
4 screening at the end of his shift, which took approximately fifteen minutes.

5 52. Plaintiff also alleges that at all material times, Defendant had a policy, practice,
6 procedure, guideline, and/or culture of failing to pay similarly situated and/or aggrieved
7 employees, including Plaintiff, all overtime and/or double time wages for all hours in excess of
8 eight and/or 12 hours in a workday because they were not compensated for time worked during
9 meal breaks and undergoing COVID-19 screenings before and after shifts. Furthermore, due to
10 Defendant willfully misclassifying Plaintiff and similarly situated and/or aggrieved employees as
11 independent contractors, it did not issue overtime or double time pay when owed.

12 53. As a result of willfully misclassifying Plaintiff and similarly situated employees as
13 independent contractors, Defendant committed conversion. As discussed herein, Plaintiff was
14 owed minimum, regular, overtime, and double time wages, as well as premium pay for
15 noncompliant meal and rest breaks. By wrongfully withholding these wages, Defendant
16 wrongfully converted Plaintiff and similarly situated employees wages at the time the wages were
17 owed. Furthermore, because Defendant issued payment as though Plaintiff and similarly situated
18 employees were independent contractors, Defendant wrongfully converted their wages by forcing
19 them to pay more in taxes. For example, employment taxes amount to 15.3% of a worker's gross
20 wages. Defendant should have been paying half of this (7.65%) and withholding the other half
21 from Plaintiff's paycheck. However, Plaintiff did not have any employment taxes paid or withheld
22 by Defendant, which resulted in him having to pay 15.3% in employment taxes as a result of
23 Defendant's misclassification.

24 54. Plaintiff alleges that at all material times, Defendant had a policy, practice,
25 procedure, guideline, and/or culture of failing to reimburse for necessary work expenses. Similarly
26 situated and/or aggrieved employees, including Plaintiff, were not reimbursed for a reasonable
27 percentage of personal cell phones which they were required to use to clock in and out,
28 communicate with Defendant and receive their assignments. Furthermore, as a result of

1 misclassifying similarly situated employees as independent contractors, similarly situated and/or
2 aggrieved employees were required to purchase various forms of insurance such as liability and
3 workers' compensation policies. Furthermore, similarly situated and/or aggrieved employees are
4 staffed at medical facilities throughout California and are not reimbursed for mileage or lodging.

5 55. Plaintiff contends that at all relevant times, Defendant had a policy, practice,
6 procedure, guideline, and/or culture of failing to timely pay all wages due and owing during and
7 upon separation of employment and/or the required waiting time penalties. Due to Defendant's
8 failure to pay all minimum, regular, overtime, double time, and premium wages during
9 employment, Defendant failed to pay Plaintiff all wages due upon the separation of his
10 employment. To date, Plaintiff has not received all wages due and owing or the required waiting
11 time penalties. Plaintiff alleges, on information and belief, that other former similarly situated
12 and/or aggrieved employees were not timely paid all wages due and owing upon separation of
13 employment and/or the required waiting time penalties.

14 56. Plaintiff contends that during the relevant time period, Defendant had a policy,
15 practice, procedure, guideline, and/or culture of furnishing wage statements to similarly situated
16 employees that do not accurately reflect the items required by Labor Code § 226(a). Specifically,
17 Defendant did not issue wage statements at all as a result of its misclassifying similarly situated
18 and/or aggrieved employees as independent contractors. Therefore, Plaintiff and similarly situated
19 and/or aggrieved employees were unable to promptly and easily determine, for instance, the total
20 number of hours actually worked, the applicable hourly rates in effect during the pay period,
21 and/or the corresponding number of hours worked at each hourly rate, among other things.

22 57. As a result of Defendant's policies, practices, procedures, guidelines, and/or culture
23 described herein including, but not limited to, failing to compensate similarly situated and/or
24 aggrieved employees all minimum, regular, overtime, and double time wages, failing to provide
25 legally compliant meal and rest periods or compensation in lieu thereof, converting wages, failing
26 to indemnify, and failing to furnish accurate itemized wage statements, Defendant knowingly and
27 intentionally failed to maintain accurate employee and payroll records reflecting similarly situated
28 employees' actual time worked, the proper beginning and end of each work period, the meal

1 periods, the total hours worked during the pay period, and the applicable rates of pay, among other
2 things, as required by California law. For instance, upon information and belief, Defendant
3 implemented an unlawful practice of automatically deducting 30 minutes from similarly situated
4 and/or aggrieved employees' daily wages for meal periods when, in fact, they were unable to take
5 such meal periods off-duty, and failed to record the total hours of compensable time worked by
6 similarly situated and/or aggrieved employees, such as time spent working during meal periods.
7 Plaintiff further asserts that Defendant did not maintain accurate time records showing when
8 similarly situated and/or aggrieved employees actually began and/or ended their shifts because
9 Defendant recorded Plaintiff's and other similarly situated and/or aggrieved employees' hours
10 worked based on their scheduled shifts, which did not reflect the exact start or end time of their
11 shifts.

12 58. As a result of Defendant's policies, practices, procedures, guidelines and/or culture
13 described herein, including but not limited to its failure to timely pay all earned wages, failure to
14 provide meal and rest periods, failure to indemnify, and failure to furnish accurate itemized wage
15 statements and maintain accurate records, Defendant engaged in unlawful, unfair, and fraudulent
16 business practices.

17 59. Plaintiff believes that additional violations may be discovered and therefore reserves
18 his right to allege additional violations of law as investigation and discovery warrants. In the event
19 Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as
20 necessary.

21 CLASS DEFINITION

22 60. Plaintiff seeks to represent the following class and sub-class, which are defined as
23 follows:

24 The Non-Exempt Class:

25 All current and former non-exempt employees of Defendant who
26 performed work in California during the period commencing 4 years
27 before the filing of this Complaint through and including the last day
of trial (hereinafter, the "Class Period").

28 Waiting Time Sub-Class:

1 All former non-exempt employees of Defendant who performed work
2 in California during the period commencing 3 years before the filing
3 of this Complaint through and including the last day of trial.

4 61. Members of the Non-Exempt Class and/or Waiting Time Sub-Class are all
5 “employees” as the term is used in the Labor Code and the applicable IWC Wage Order regulating
6 wages, hours, and working conditions in the state of California.

7 62. A more precise definition of the Non-Exempt Class and/or Waiting Time Sub-Class
8 may be determined after further investigation and discovery. Plaintiff reserves his right to redefine
9 the class and/or create additional classes and/or sub-classes at any time prior to the court’s order
10 on Plaintiff’s class certification motion as provided by law.

11 **CLASS ACTION DESIGNATION**

12 63. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
13 paragraphs of this Complaint.

14 64. Plaintiff brings this action on behalf of himself and on behalf of all persons within
15 the Non-Exempt Class and/or Waiting Time Sub-Class defined herein.

16 65. This action is appropriately suited for a class action pursuant to Code of Civil
17 Procedure § 382 and California Civil Code (“Civil Code”) § 1781, because the following statutory
18 requirements are met:

19 **A. Numerosity**

20 66. The members of the Non-Exempt Class and/or Waiting Time Sub-Class are
21 sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has
22 not yet determined the precise number of members of the Non-Exempt Class and Waiting Time
23 Sub-Class, Plaintiff is informed and believes that the Class and Sub-Class likely consists of
24 approximately 500 individuals.

25 67. Although the exact number is currently unknown to Plaintiff, this information is
26 easily ascertainable from Defendants’ time and payroll records and other records of Defendants.

27 **B. Commonality**

28 68. Common questions of law and fact exist as to all putative class members and

predominate over any questions affecting only individual members of the Non-Exempt Class and/or Waiting Time Sub-Class. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendants misclassified the Non-Exempt Class as independent contractors;
- b. Whether Defendants failed to provide members of the Non-Exempt Class with lawful meal periods;
- c. Whether Defendants failed to permit Non-Exempt Class members to take lawful rest periods;
- d. Whether Defendants failed to timely pay premium wages to the Non-Exempt Class members for unlawful meal and rest periods;
- e. Whether Defendants failed to pay Non-Exempt Class members all minimum, regular, overtime, and double time wages owed;
- f. Whether Defendants converted wages of the Non-Exempt Class members;
- g. Whether Defendants failed to indemnify Non-Exempt Class members;
- h. Whether Defendants furnished Non-Exempt Class Members with compliant wage statements;
- i. Whether Defendants failed to maintain accurate employment records; and
- j. Whether Defendants engaged in fraudulent, unlawful, and/or unfair business practices.

C. Typicality

69. Plaintiff's claims are typical of the claims of all putative class members because Plaintiff's and all putative class members' claims arise from the same events, practices and/or courses of conduct of Defendants. Plaintiff and all putative class members sustained injuries and damages as a result of Defendants' illegal policies, practices and/or common courses of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

70. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage

Order are typical of the Non-Exempt Class because Defendants' failure to comply with the provisions of California's wage and hour laws entitles Plaintiff and each putative class member to similar pay, benefits, and other relief. Similarly, Plaintiff's claims under California contract law are typical of the Waiting Time Sub-Class because Defendants' failure to comply with California contract law entitles Plaintiff and each putative class member to similar relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiff and all putative class members are the same.

D. Adequacy of Representation

71. Plaintiff is a member of the Non-Exempt Class and the Waiting Time Sub-Class and he has no fundamental conflict of interest with the putative class members he seeks to represent.

72. Plaintiff will vigorously protect the interests of all putative class members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to him and the putative class members.

73. Plaintiff retained attorneys who are experienced employment law litigators with significant wage and hour and class action experience.

E. Superiority of Class Action

74. Plaintiff believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

75. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the class and will apply uniformly to every member of the Non-Exempt Class and/or Waiting Time Sub-Class, and as a practical matter, be dispositive of the interests of the other members not party to the adjudication.

76. Plaintiff knows of no difficulty that might be encountered in the management of this suit, which would preclude maintenance as a class action.

PAGA REPRESENTATIVE ACTION DESIGNATION

77. Plaintiff realleges and incorporates by reference the allegations contained in the

1 paragraphs above, as though fully set forth herein.

2 78. The Eleventh Cause of Action alleged herein is appropriately suited for a PAGA
3 action because:

4 a. Pursuant to Labor Code section 2699(a), any provision of the Labor Code
5 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor
7 Code, may, as an alternative, be recovered through a civil action brought by an aggrieved
8 employee on behalf of himself or herself and all other current or former employees pursuant to
9 the procedures specified in section 2699;

10 b. This action involves allegations of violations of provisions of the Labor Code
11 that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or
12 any departments, divisions, commissions, boards, agencies or employees;

13 c. Plaintiff is an “aggrieved employee” because he was employed by the alleged
14 violators and had one or more of the alleged violations committed against him;

15 d. On March 16, 2023, Plaintiff satisfied the procedural requirements of Labor
16 Code § 2699.3 by serving the LWDA electronically and Defendant via Certified Mail with his
17 notice for wage and hour violations and penalties, including the facts and theories to support each
18 violation. A true and correct copy of Plaintiff’s notice and proof of service is attached as **Exhibit**
19 **A**;

20 e. More than 65 days have passed since Plaintiff served notice via Certified
21 Mail to the LWDA and his employers. Therefore, Plaintiff satisfied all the administrative
22 requirements to pursue civil penalties against Defendants pursuant to Labor Code sections 2698–
23 99.5;

24 f. Plaintiff filed this action pursuant to Labor Code sections 2699(a), (f), on
25 behalf of himself and all other aggrieved employees of Defendant to recover civil penalties.

26 g. Defendants were Plaintiffs’ employers or persons acting on behalf of
27 Plaintiffs’ employer, within the meaning of California Labor Code section 558, who violated or
28 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
2 are subject to civil penalties, as set forth in Labor Code section 558, at all relevant times.

3 79. Defendant was Plaintiff's employers or persons acting on behalf of Plaintiff's
4 employer, either individually or as an officer, agent, or employee of another person, within the
5 meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee
6 a wage less than the minimum fixed by California state law, and as such, are subject to civil
7 penalties.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY PREMIUM WAGES**

11 **[Labor Code §§ 226.7, 512, 558 and the "Meal Periods" Section of the**

12 **Applicable IWC Wage Order]**

13 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
14 **Defendants)**

15 80. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
16 paragraphs of this Complaint.

17 81. Labor Code § 512(a) mandates:

18 An employer may not employ an employee for a work period of more
19 than five hours per day without providing the employee with a meal
20 period of not less than 30 minutes, except that if the total work period
21 per day of the employee is no more than six hours, the meal period
22 may be waived by mutual consent of both the employer and employee.
23 An employer may not employ an employee for a work period of more
24 than 10 hours per day without providing the employee with a second
25 meal period of not less than 30 minutes, except that if the total hours
26 worked is no more than 12 hours, the second meal period may be
27 waived by mutual consent of the employer and the employee only if
28 the first meal period was not waived.

82. The "Meal Periods" section of the applicable IWC Wage Order provides, in
pertinent part:

(A) No employer shall employ any person for a work period of more
than five (5) hours without a meal period of not less than 30 minutes,

except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived....

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

83. The "Meal Periods" section of the IWC Wage Order also states:

Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

84. A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from "...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at 1040 [internal citations omitted].)

85. Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..." Labor Code § 226.7(c) further provides:

If an employer fails to provide an employee a meal or rest or recovery

period in accordance with a state law... 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.

86. Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid."

87. Plaintiff and the Non-Exempt Class members are non-exempt employees who typically worked shifts over six hours a day.

88. Plaintiff and other members of the Non-Exempt Class did not sign an on-duty meal period agreement or voluntarily waive any of their meal periods at any point during their employment.

89. Plaintiff asserts that during the relevant time period, Defendant did not have a policy, practice, procedure, guideline, and/or culture of providing Plaintiff and the Non-Exempt Class with the opportunity to take a 30 minute, uninterrupted, off-duty meal period before the end of their fifth hour of work when they worked five or more hours in a day, and/or the opportunity to take a second 30 minute, uninterrupted, off-duty meal period when they worked more than 10 hours in a day.

90. Plaintiff and the Non-Exempt Class members did not receive lawful meal periods due to Defendant's policy, practice, procedure, guideline, and/or culture of forbidding Plaintiff and the Non-Exempt Class from leaving residents unattended and failing to provide adequate coverage to Non-Exempt Class members. As a result, Plaintiff and the Non-Exempt Class members were regularly required to work through their meal periods, experienced late and/or interrupted meal periods, and/or were not provided with any meal periods at all.

91. Plaintiff further alleges that he and, on information and belief, Non-Exempt Class

1 members regularly worked in excess of 10 (and often in excess of 16) hours in a workday, but
2 rarely, if ever, were provided with a second, off-duty uninterrupted meal period of at least 30
3 minutes. This was due in part to Defendant's policy, practice, procedure, guideline, and/or culture
4 of failing to provide adequate coverage to similarly situated employees so that they could take a
5 second or third meal period. Consequently, Plaintiff and the Non-Exempt Class members were
6 forced to forgo their second and third meal periods.

7 92. Defendant knew or should have known that Plaintiff and the Non-Exempt Class
8 members were not provided with the opportunity to take legally compliant meal periods, as
9 Defendant instructed Plaintiff and the Non-Exempt Class members not to leave patients
10 unattended during their meal periods, failed to adequately staff the medical facilities so that the
11 Non-Exempt Class members could be relieved of all duties during their meal periods, and
12 automatically deducted 30 minutes from the Non-Exempt Class members' daily wages regardless
13 of whether they were actually provided with a lawful meal period.

14 93. Plaintiff asserts that Defendant had, and continues to have, a policy, practice,
15 procedure, guideline, and/or culture of not paying the required meal period premiums when a
16 lawful meal period was not provided. Plaintiff contends that although he and the Non-Exempt
17 Class members were not provided with legally compliant meal periods, Defendant did not pay
18 Plaintiff and the Non-Exempt Class members premium wages for unlawful meal periods.

19 94. Defendant's unlawful conduct caused Plaintiff and the Non-Exempt Class members
20 to suffer, and current Non-Exempt Class members will continue to suffer, damages in an amount
21 which is presently unknown, but which exceeds the jurisdictional limits of this Court and which
22 will be ascertained according to proof at trial.

23 95. Pursuant to Labor Code § 226.7(c) and the applicable IWC Order, Plaintiff and the
24 Non-Exempt Class members are entitled to and seek to recover the full amount of unpaid premium
25 wages for unlawful meal periods.

26 96. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are
27 entitled to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

28 97. Plaintiff, on behalf of himself and the Non-Exempt Class members, is entitled to

1 and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5
2 and Code of Civil Procedure § 1021.5.

3 98. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
4 described in the below prayer.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST PERIODS AND/OR PAY PREMIUM WAGES**

7 **[Labor Code §§ 226.7 and the "Rest Periods" Section of the**

8 **Applicable IWC Wage Order]**

9 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
10 **Defendants)**

11 99. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
12 paragraphs of this Complaint.

13 100. The "Rest Periods" section of the applicable IWC Wage Order provides:

14 (A) Every employer shall authorize and permit all employees to take
15 rest periods, which insofar as practicable shall be in the middle of each
16 work period. The authorized rest period time shall be based on the
17 total hours worked daily at the rate of ten (10) minutes of net rest time
18 per four (4) hours or major fraction thereof. However, a rest period
19 need not be authorized for employees whose total daily work time is
less than three and one-half (3 ½) hours. Authorized rest period time
shall be counted as hours worked for which there shall be no deduction
from wages.

20 (B) If an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer
22 shall pay the employee one (1) hour of pay at the employee's regular
23 rate of compensation for each workday that the rest period is not
provided.

24 101. During rest periods, California law requires employers to relinquish all control over
25 their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services,*
26 *Inc.* (2016) 2 Cal.5th 267, 269.)

27 102. In pertinent part, Labor Code § 226.7 states:

28 (b) An employer shall not require an employee to work during a meal

or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

103. Defendant did not, and does not, have a policy, practice, procedure, guideline, and/or culture of authorizing and permitting Plaintiff and the Non-Exempt Class members to take a 10 minute, uninterrupted, off-duty rest period for every four hours worked or major fraction thereof. Rather, Plaintiff and members of the Non-Exempt Class were required by Defendant to never leave patients unattended and to keep a walkie-talkie on them at all times. In addition to this, Defendant failed to provide adequate coverage to the Non-Exempt Class to ensure that Non-Exempt Class members were relieved of all duties for their rest periods. Consequently, Plaintiff and the Non-Exempt Class members did not receive legally compliant rest periods. Plaintiff and the Non-Exempt Class members received rest periods that were not free from Defendant's control, interrupted by work duties, and/or less than 10 minutes in length. On multiple occasions, Non-Exempt Class members missed, or were otherwise compelled to forgo, their rest periods.

104. Plaintiff alleges that Defendant knew or should have known that Plaintiff and other Non-Exempt Class members were not authorized and permitted to take legally compliant rest periods because Defendant failed to adequately staff the facilities so that Non-Exempt Class members could be relieved of all duties during their rest periods and required them to keep walkie talkies on them at all times during their shifts.

105. Plaintiff asserts that Defendant had, and continues to have, a policy, practice, procedure, guideline, and/or culture of not paying the required rest period premiums for each work day a lawful rest period was not provided. Plaintiff asserts that despite not being provided with legally compliant rest periods, he and the Non-Exempt Class members did not receive premium wages for unlawful rest periods.

1 106. Due to Defendant’s unlawful conduct, Plaintiff and the Non-Exempt Class members
2 have suffered, and will continue to suffer, damages in an amount which is presently unknown, but
3 which exceeds the jurisdictional limits of this Court and which will be ascertained according to
4 proof at trial.

5 107. According to Labor Code § 226.7(c) and the applicable IWC Wage Order, Plaintiff
6 and the Non-Exempt Class members are entitled to, and now seek to recover, the full amount of
7 unpaid premium wages for unlawful rest periods.

8 108. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are
9 entitled to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

10 109. Plaintiff, on behalf of himself and the Non-Exempt Class members, is entitled to
11 and seeks recovery of reasonable attorneys’ fees and costs as permitted by Labor Code § 218.5
12 and Code of Civil Procedure § 1021.5.

13 Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
14 described in the below prayer.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY ALL MINIMUM AND/OR REGULAR WAGES**

17 **[Labor Code §§ 1194, 1194.2, 1197, 1197.1, and 1198, and the “Minimum Wages” and**
18 **“Hours and Days of Work” Sections of the Applicable IWC Wage Order]**
19 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
20 **Defendants)**

21 110. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
22 paragraphs of this Complaint.

23 111. Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a lower wage than
25 the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215
26 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum
27 wage for all hours worked in the payroll period, whether the remunerations is measured by time,
28 piece, commission, or otherwise”].)

112. The “Minimum Wages” section of the applicable IWC Wage Order further provides that every employer shall pay to each employee not less than the applicable minimum wage for all hours worked.

113. The applicable IWC Wage Order defines the term “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

114. Labor Code § 1197.1 further provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

115. Labor Code § 1194(a) mandates:

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

116. For actions brought under Labor Code § 1194 or 1197.1, Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

117. Labor Code § 1198 further states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

118. Plaintiff contends that at all material times, Defendant had a policy, practice, procedure, guideline, and/or culture of not paying Non-Exempt Class members all minimum and/or regular wages for all time actually worked. For instance, Defendant failed to compensate

1 Non-Exempt Class members, including Plaintiff, for work performed while off-the-clock during
2 their meal periods, including but not limited to, being interrupted by coworkers and supervisors
3 via walkie talkies. Plaintiff further alleges that Defendant automatically deducted 30 minutes from
4 Plaintiff's and other Non-Exempt Class members' pay for meal periods, irrespective of the fact
5 that Non-Exempt Class members were performing work during their meal periods. Thus,
6 Defendant did not consider the time spent by Non-Exempt Class members working while off-the-
7 clock during meal periods as compensable and failed to provide remuneration.

8 119. Plaintiff further asserts that during the relevant time period, Defendant had a policy,
9 practice, procedure, guideline, and/or culture of requiring the Non-Exempt Class to arrive before
10 the start of their scheduled shifts to complete mandatory COVID-19 screenings, and to stay after
11 their shifts for the same. Plaintiff and the Non-Exempt Class members were not compensated for
12 this time they spent under the control of Defendant.

13 120. By virtue of Defendant's unlawful failure to compensate Plaintiff and the Non-
14 Exempt Class members minimum and/or regular wages for all of their time worked and/or spent
15 under the control of Defendant, Non-Exempt Class members have suffered, and will continue to
16 suffer, damages in amounts which are presently unknown, but which exceed the jurisdictional
17 limits of this Court and will be ascertained according to proof at trial.

18 121. Having received less than the legal minimum wage, Plaintiff and the Non-Exempt
19 Class members are entitled to, and now seek to recover, all wages and penalties owed, including
20 penalties and liquidated damages available under Labor Code §§ 1194.2 and 1197.1, as well as
21 interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and
22 Code of Civil Procedure § 1021.5.

23 122. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
24 described in the below prayer.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL OVERTIME AND DOUBLE TIME WAGES**

27 **[Labor Code §§ 510, 558, 1194, 1198, and the "Hours and Days of Work" Section of the**
28 **Applicable IWC Wage Order]**

(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

123. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

124. Labor Code § 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. 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. 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 at the rate of no less than twice the regular rate of pay of an employee.

125. The "Hours and Days of Work" section in the applicable IWC Wage order mandate the same requirements as Labor Code § 510.

126. The applicable IWC Wage Order defines the term "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

127. Under California law, an employee may not waive his or her right to overtime compensation and any agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

128. Labor Code § 1194(a) mandates:

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

129. Labor Code § 1198 further states:

The maximum hours of work and the standard conditions of labor

fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

130. Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

131. Plaintiff and Non-Exempt Class members regularly worked more than eight hours per day and/or 40 hours per week during the relevant time period, earned an hourly wage, and were to be paid on a biweekly basis.

132. Plaintiff contends that at all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of not paying Non-Exempt Class members all overtime wages for all hours worked in excess of eight and/or 12 hours in a workday and/or 40 hours in a workweek. Due to its willful misclassification of the Non-Exempt Class members as independent contractors, Defendant never paid any overtime or double time pay despite Plaintiff and the Non-Exempt Class members often working up to 16 hours in a shift.

133. Plaintiff further contends that at all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of not paying Non-Exempt Class members all overtime wages for all hours worked in excess of eight and/or 12 hours in a workday and/or 40 hours in a workweek. Because Plaintiff and other Non-Exempt Class members were required to perform work during meal periods and were not paid for time spent undergoing mandatory COVID-19 screenings, they were not paid all daily overtime and/or double time wages.

134. As a direct result of Defendant’s unlawful failure to compensate Plaintiff and the Non-Exempt Class members overtime and/or double time wages for all of their time worked and/or spent under the control of Defendant, Non-Exempt Class members have suffered, and will

1 continue to suffer, damages in amounts which are presently unknown, but which exceed the
2 jurisdictional limits of this Court and will be ascertained according to proof at trial.

3 135. Having received less than the applicable rate of overtime and/or double time
4 compensation, Plaintiff and the Non-Exempt Class members are entitled to, and now seek to
5 recover, all wages and penalties owed pursuant to Labor Code § 1194, as well as interest and
6 reasonable attorneys' fees and costs available under Labor Code §§ 218.5 and 1194, and Code of
7 Civil Procedure § 1021.5.

8 136. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
9 described in the below prayer.

10 FIFTH CAUSE OF ACTION

11 CONVERSION

12 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
13 **Defendants)**

14 137. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
15 paragraphs of this Complaint.

16 138. Conversion is defined under California law as "the wrongful exercise over the
17 property of another." (*Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240.) In order to establish a claim
18 of conversion, the following three elements must be met: "(1) the plaintiff's ownership or right to
19 possession of the property; (2) the defendant's conversion by a wrongful act or disposition of
20 property rights; and (3) damages." (*Ibid.*) Moreover, the plaintiff must not consent, either
21 expressly or impliedly, to the taking, use, or disposition of his or her property by the defendant.
22 (See *Farrington v. A. Teichert & Son, Inc.* (1943) 59 Cal.App.2d 468, 474.)

23 139. To demonstrate a conversion claim, "[i]t is not necessary that there be a manual
24 taking of the property; it is only necessary to show an assumption of control or ownership over
25 the property, or that the alleged converter has applied the property to his own use." (*Shopoff &*
26 *Cavallo LLP v. Hyon* (2008) 167 Cal.App.4th 1489, 1507.) Thus, "any act of dominion wrongfully
27 exerted over the personal property of another inconsistent with the owner's rights thereto
28 constitutes conversion." (*Plummer v. Day/Eisenberg, LLP* (2010) 184 Cal.App.4th 38, 50.)

1 140. Plaintiff asserts that at all relevant times he and the Non-Exempt Class members
2 were entitled to the benefits and protections of the California Labor Code, including entitlement
3 to all minimum, regular, overtime, double time, and premium wages, as well as entitlement to
4 Defendant paying half of their employment taxes.

5 141. Plaintiff contends that Defendant exercised control over his wages and those of the
6 Non-Exempt Class members.

7 142. Plaintiff asserts that he and the Non-Exempt Class members owned possessed,
8 and/or had a right to possess all earned wages.

9 143. Plaintiff contends that Defendant intentionally and substantially interfered with the
10 earned wages by taking possession of the funds and/or preventing the Non-Exempt Class members
11 from having access to their earned wages.

12 144. Plaintiff and the Non-Exempt Class members did not consent to Defendant's
13 substantial interference with their wages.

14 145. Plaintiff alleges that he and the Non-Exempt Class members were harmed, and
15 continue to be harmed, as a result of Defendant's intentional and substantial interference with
16 their wages, because Defendant deprived the Non-Exempt Class members of their earned wages
17 by withholding them on the day they were due and owing and by failing to pay their share of
18 employment taxes that were later imposed upon Plaintiff the Non-Exempt Class members when
19 they had to pay taxes as independent contractors rather than employees.

20 146. Plaintiff contends that Defendant's conduct was a substantial factor in causing the
21 Non-Exempt Class members' harm. But for Defendant's unlawful withholding and underpayment
22 of wages and failure to pay employment taxes, the Non-Exempt Class members, such as Plaintiff,
23 would not have been deprived of all wages.

24 147. Due to Defendant's conduct, Plaintiff and the Non-Exempt Class members have
25 suffered, and will continue to suffer, damages in an amount which is presently unknown, but
26 which exceeds the jurisdictional limits of this Court and will be ascertained according to proof at
27 trial.

28 148. Plaintiff, on behalf of himself and the Non-Exempt Class members, is entitled to,

1 and seeks to recover reasonable attorneys' fees and costs as provided by Code of Civil Procedure
2 § 1021.5 and Civil Code § 3336.

3 149. Plaintiff, on behalf of himself and the Non-Exempt Class members, requests further
4 relief as described in the below prayer.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES**

7 **[Labor Code §2802]**

8 **(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
9 **Defendants)**

10 150. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
11 paragraphs of this Complaint.

12 151. Labor Code § 2802(a) provides, in pertinent part, "[a]n employer shall indemnify
13 his or her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
15 the employer."

16 152. Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of
17 Labor Standards Enforcement for reimbursement of necessary expenditures under this section
18 shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the
19 date on which the employee incurred the necessary expenditure or loss."

20 153. Labor Code § 2802(c) states, "[f]or purposes of this section, the term 'necessary
21 expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's
22 fees incurred by the employee enforcing the rights granted by this section."

23 154. Plaintiff contends that at all material times, Defendant had a policy, practice,
24 procedure, guideline, and/or culture of failing to reimburse for necessary work expenses.

25 155. Non-Exempt Employees, including Plaintiff, were not reimbursed for a reasonable
26 percentage of personal cell phone usage, mileage and lodging incurred as a direct consequence of
27 the discharge of their duties, or forms of insurance such as liability and workers' policies that
28 Defendant required them to purchase due to its willful misclassification.

1 156. Plaintiff and all other Non-Exempt Employees have suffered, and will continue to
2 suffer, damages in an amount which is presently unknown, but which will be ascertained
3 according to proof at trial.

4 157. Plaintiff and all other Non-Exempt Employees are entitled to seek, and now seek,
5 reimbursement of their expenses incurred, plus interest, and attorneys' fees and costs as permitted
6 by Labor Code § 2802.

7 158. Plaintiff, on behalf of himself and all other Non-Exempt Employees, are entitled to,
8 and now seek to recover, reasonable attorneys' fees and costs under Labor Code § 218.5 and Code
9 of Civil Procedure § 1021.5.

10 Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
11 described in the below prayer.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION**

14 **OF EMPLOYMENT**

15 **[Labor Code §§ 201 -203]**

16 **(Alleged By Plaintiff, Individually and On Behalf of the Waiting Time Sub-Class, Against**
17 **All Defendants)**

18 159. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
19 paragraphs of this Complaint.

20 160. Labor Code § 201 states, in pertinent part, "[i]f an employer discharges an
21 employee, the wages earned and unpaid at the time of discharge are due and payable
22 immediately."

23 161. Labor Code § 202, in pertinent part, states:

24 If an employee not having a written contract for a definite period quits
25 his or her employment his or her wages shall become due and payable
26 not later than 72 hours thereafter unless the employee has given 72
27 hours previous notice of his or her intention to quit, in which case the
employee is entitled to his or her wages at the time of quitting.

28 162. Labor Code § 203(a), in pertinent part, mandates:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

163. Plaintiff contends that at all relevant times, Defendant had a policy, practice, procedure, guideline, and/or culture of failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties. For example, because Defendant failed to pay all regular, minimum, overtime, double time, and premium wages during his employment, Defendant failed to pay all earned wages upon the separation of his employment, or the required waiting time penalties. To date, Plaintiff has not received all wages due and owing or the required waiting time penalties.

164. Plaintiff alleges, on information and belief, that other members of the Waiting Time Sub-Class were not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

165. Due to Defendant's willful and deliberate conduct, Plaintiff and Waiting Time Subclass Members have suffered, and will continue to suffer, damages in an amount which is present unknown, but which will be ascertained according to proof at trial.

166. As a consequence of Defendant's willful and deliberate refusal to render such wages, Plaintiff and all members of the Waiting Time Subclass are entitled to, and thus seek a maximum of thirty (30) days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

167. Plaintiff, on behalf of himself and the Waiting Time Sub-Class, is also entitled to, and seeks to recover reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

168. Plaintiff, on behalf of himself and the Waiting Time Sub-Class, requests further relief as described in the below prayer.

EIGHTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**[Labor Code §§ 226 and 226.3, and the “Records” Section of the
Applicable IWC Wage Order]**

**(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

169. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

170. Labor Code § 226(a) states, in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

171. The “Records” section of the applicable IWC Wage Order further provides, in pertinent part:

Every employer shall semimonthly or at the time of each payment of wages furnish to each employee... an itemized wage statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

172. Labor Code § 226(e)(1) further mandates:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the

1 initial pay period in which a violation occurs and one hundred dollars
2 (\$100) per employee for each violation in a subsequent pay period,
3 not to exceed an aggregate penalty of four thousand (\$4,000), and is
entitled to an award of costs and reasonable attorneys' fees.

4 173. An employee suffers injury where the employer fails to provide accurate
5 information and the employee cannot "promptly and easily determine" the total number of hours
6 worked or the "applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

8 174. Labor Code § 226(e)(2)(c) explains that the phrase "promptly and easily determine"
9 means that "a reasonable person would be able to readily ascertain the information without
10 reference to documents or information."

11 175. According to Labor Code § 226(h), "an employee may also bring an action for
12 injunctive relief to ensure compliance with this section and is entitled to an award of costs and
13 reasonable attorneys' fees."

14 176. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250
15 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee
16 for each violation in a subsequent violation.

17 177. Plaintiff asserts that Defendant had, and continues to have, a policy, practice,
18 procedure, guideline, and/or culture of failing to furnish the Non-Exempt Class, including
19 Plaintiff, with wage statements that comply with California law. Plaintiff contends that Defendant
20 failed to furnish him with wage statements entirely.

21 178. Due to the absence of furnished wage statements, Plaintiff and the Non-Exempt
22 Class members were unable to promptly and easily determine the total number of hours worked,
23 the applicable hourly rates in effect during the pay period, and/or the corresponding number of
24 hours worked at each hourly rate, among other things.

25 179. Plaintiff and the Non-Exempt Class members are entitled to, and seek to recover,
26 civil penalties pursuant to Labor Code § 226.3 for violations of Labor Code § 226(a).

27 180. Plaintiff and the Non-Exempt Class members are also entitled to and seek recovery
28 of liquidated damages as provided by Labor Code § 226(e).

1 181. Furthermore, pursuant to Labor Code § 226(h), Plaintiff and members of the Non-
2 Exempt Class are entitled to, and therefore seek injunctive relief in order to ensure that Defendant
3 complies with Labor Code § 226.

4 182. Plaintiff and the Non-Exempt Class members are further entitled to, and seek to
5 recover reasonable attorneys' fees and costs as provided under Labor Code §§ 226(e)(1) and (h)
6 and Code of Civil Procedure § 1021.5.

7 183. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
8 described in the below prayer.

9 **NINTH CAUSE OF ACTION**

10 **FAILURE TO MAINTAIN ACCURATE RECORDS**

11 **[Labor Code §§ 226, 1174 and 1174.5, and the "Records" Section of the**

12 **Applicable IWC Wage Order]**

13 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
14 **Defendants)**

15 184. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
16 paragraphs of this Complaint.

17 185. Labor Code § 1174(c) requires every employer to "keep a recording showing the
18 names and addresses of all employees employed..."

19 186. Labor Code § 1174(d) further requires every employer to:

20 [k]eep, at a central location in the state or at the plants or
21 establishments at which employees are employed, payroll records
22 showing the hours worked daily by and the wages paid to ...
23 employees employed at the respective plants or establishments. These
24 records shall be kept in accordance with rules established for this
purpose by commission, but in case shall be kept on file for not less
than three years.

25 187. The "Records" section of the applicable IWC Wage Order states that every
26 employer shall keep accurate information with respect to each one of its employees, including
27 time records showing when the employee begins and ends each work period, meal periods, total
28 daily hours worked, total wages paid each payroll period, and total hours worked in the payroll

1 period and applicable rates of pay.

2 188. Pursuant to Labor Code § 226(b), an employer must keep the information required
3 by Labor Code § 226(a) and afford current or former employees the right to inspect or copy
4 records pertaining to their employment.

5 189. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to
6 maintain accurate and complete records. This civil penalty is in addition to any other penalty.

7 190. Labor Code § 226(e)(1) further provides:

8 An employee suffering injury as a result of a knowing and intentional
9 failure by an employer to comply with subdivision (a) [of Labor Code
10 § 226] is entitled to recover the greater of all actual damages or fifty
11 dollars (\$50) for the initial pay period in which a violation occurs and
12 one hundred dollars (\$100) per employee for each violation in a
13 subsequent pay period, not to exceed an aggregate penalty of four
14 thousand dollars (\$4,000), and is entitled to an award of costs and
15 reasonable attorney's fees.

16 191. Plaintiff contends that at all relevant times, Defendant had a policy, practice,
17 procedure, guideline, and/or culture of intentionally and willfully failing to maintain accurate
18 payroll and/or employee records that properly show, among other things, the total number of hours
19 actually worked by Non-Exempt Class members, the proper beginning and end of each work
20 period, the actual beginning and end of each meal period, all earned wages, and all wages paid to
21 Plaintiff and other Non-Exempt Class members.

22 192. Plaintiff and the Non-Exempt Class members have suffered, and continue to suffer,
23 injuries and damages as a consequence of Defendant's deliberate failure to maintain accurate
24 records as required by the Labor Code. Specifically, Plaintiff and the Non-Exempt Class members
25 were denied their legal right and protected interest in having accurate and complete employment
26 records available to them.

27 193. Plaintiff and the Non-Exempt Class members are entitled to, and seek recovery of
28 damages and penalties, as outlined in Labor Code §§ 226(e)(1) and 1174.5.

194. Plaintiff, on behalf of himself and the Non-Exempt Class, is entitled to, and seeks
to recover reasonable attorneys' fees and costs as provided by Labor Code § 226(e)(1) and Code

of Civil Procedure § 1021.5.

195. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as described in the below prayer.

TENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW

[Business & Professions Code §§ 17200, *et seq.*]

(Alleged By Plaintiff, Individually and On Behalf of the Classes, Against All Defendants)

196. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

197. As codified in Business & Professions Code §§ 17200, *et seq.*, California’s Unfair Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or practice.”

198. A cause of action may be brought under the UCL if a practice violates some other law. The “unlawful” prong of the UCL effectively deems a violation of the underlying law a *per se* violation of Business & Professions Code §§ 17200, *et seq.* (*Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or common law – can serve as a predicate for a section 17200 “unlawful” violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

199. The “unfair” prong of the UCL does not require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143 [internal citations omitted].) Pursuant to the California Supreme Court, the “unfair standard” is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc’ns, Inc., supra*, 20 Cal.4th at 180-81.)

200. Under the UCL, a “fraudulent” business act or practice is one where “members of the public are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th

230, 253.) As such, even a true statement may be unlawful under section 17200 if it is “couched in such a manner that is likely to mislead or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

201. As discussed herein, Defendant’s business practices violate all three prongs of California’s UCL.

Unlawful

202. As described herein, Defendant violated the Labor Code by, among other things, refusing to properly compensate Plaintiff and the Non-Exempt Class members for all time worked, including during meal periods. Failing to compensate employees for all time worked is a clear violation of California law, and thus a per se violation of the UCL. (*Cel-Tech Commc’ns, Inc.*, *supra*, 20 Cal.4th at p. 180.) Defendant further violated California law by, among other things, failing to provide legally compliant meal and/or rest periods and/or pay premium wages in lieu thereof; failing to timely pay all wages due and owing during employment; failing to furnish accurate itemized wage statements; and failing to maintain accurate records. Therefore, Defendant has clearly engaged in unlawful business practices pursuant to Business & Professions Code §§ 17200 *et seq.*

Unfair

203. Defendant’s policy, practice, procedure, guideline, and/or culture of requiring Plaintiff and the Non-Exempt Class members to perform job duties while off-the-clock during meal periods and then automatically deducting thirty (30) minutes from their daily wages for such meal periods is inherently unfair because Defendant knowingly prevents the Non-Exempt Class members from receiving adequate compensation for all time actually worked, in violation of California’s policy of prompt payment of wages.

204. Defendant’s policy, practice, procedure, guideline, and/or culture of failing to provide Non-Exempt Class members, including Plaintiff, with legally compliant meal and/or rest periods, as a result of failing to adequately staff facilities constitutes an unfair practice because Defendant knowingly strips the Non-Exempt Class members of their rights under the Labor Code.

205. Defendant also violates the unfair prong of the UCL by failing to pay premium

1 wages to Non-Exempt Class members for unlawful meal and/or rest periods because Defendant
2 knowingly denied Non-Exempt Class members, including Plaintiff, their legal right to one
3 additional hour of pay at their regular rate of pay for each workday a meal and/or rest period was
4 not provided.

5 206. Defendant's policy, practice, procedure, guideline, and/or culture of failing to
6 provide Plaintiff and the Non-Exempt Class members with accurate itemized wage statements is
7 a violation of the unfair prong of the UCL because Defendant knowingly denied Non-Exempt
8 Class members their legal right and protected interest in readily ascertaining their total number of
9 hours worked and the applicable hourly rates in effect during the pay period.

10 207. Additionally, Defendant's failure to timely pay Plaintiff and the Non-Exempt Class
11 members all minimum, regular, overtime, double time and/or premium wages during employment
12 violates the unfair prong of the UCL because Defendant knowingly deprived Non-Exempt Class
13 members of timely compensation of their earned wages, in violation of California law.

14 208. Defendant's illegal pattern and practice of failing to pay Waiting Times to Plaintiff
15 and other Waiting Time Sub-Class members constitutes an unfair practice because Waiting Time
16 Sub-Class members were not paid all wages owed upon separation of employment or the required
17 waiting time penalties.

18 Fraudulent

19 209. Defendant's policy, practice, procedure, guideline, and/or culture of automatically
20 deducting 30 minutes from Non-Exempt Class members' pay for meal periods, regardless of
21 whether Non-Exempt Class members actually worked during their meal periods, is a fraudulent
22 business practice because it knowingly and intentionally caused the Non-Exempt Class members
23 to be deprived of earned wages and deceived Non-Exempt Class members, such as Plaintiff, as to
24 their time worked and wages earned.

25 210. Defendant's policy, practice, procedure, guideline, and/or culture of furnishing
26 Plaintiff and the Non-Exempt Class members with inaccurate itemized wage statements
27 constitutes a fraudulent business practice because Plaintiff and the Non-Exempt Class members
28 are likely to be, and were actually deceived, as to whether they were paid for all time worked.

211. Further, Defendant's failure to maintain accurate employee and/or payroll records is also a fraudulent business practice as the inaccuracies intentionally mislead Plaintiff and the Non-Exempt Class members as to their total hours worked and wages earned.

212. As a direct and proximate result of Defendant's unlawful, unfair and fraudulent business practices, Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class have suffered injury-in-fact and have lost wages rightfully owed to them.

213. Defendant acquired money and property owed to Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class by means of an unlawful practice that constitutes unfair competition as defined by Business and Professions Code §§ 17200, *et seq.*

214. Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class are persons in interest under Business and Professions Code § 17203 to whom money and property should be restored. Business and Professions Code § 17203 states, in relevant part, that "any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of § 17204."

215. Plaintiff is a person who suffered injury in fact and lost money, wages, compensation, and benefits, as a result of Defendant's unfair competition. Thus, pursuant to Business and Professions Code §§ 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of himself and the putative classes.

216. Pursuant to Business and Professions Code § 17203, "[t]he court may make such orders or judgments, as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

217. Defendant reaped unfair benefits and illegal profits at the expense of Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class by committing the unlawful acts alleged herein. Thus, Defendant must make restitution and/or be subject to other equitable relief pursuant to Business & Professions Code § 17203, and restore all unpaid wages to Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class.

218. Through its unlawful, unfair and fraudulent conduct, Defendant has been unjustly enriched by receiving and continuing to receive benefits and profits at the expense of Plaintiff, the

1 Non-Exempt Class, and the Waiting Time Sub-Class. Therefore, pursuant to Business &
2 Professions Code §§ 17200, *et seq.*, Defendant should be enjoined from this activity and made to
3 disgorge all ill-gotten gains and restore Plaintiff and other similarly situated employees the wages
4 wrongfully withheld from them.

5 219. Moreover, the unlawful, unfair and fraudulent conduct alleged herein has continued,
6 and there is no indication that Defendant will refrain from such activity in the future. Plaintiff
7 believes and alleges that if Defendant is not enjoined from the conduct described herein,
8 Defendant will continue to violate California law at the expense of similarly situated employees.
9 Accordingly, Plaintiff requests that the Court issue a preliminary and permanent injunction against
10 Defendant.

11 220. Plaintiff, the Non-Exempt Class, and the Waiting Time Sub-Class suffered and
12 continue to suffer loss of wages and monies, all in an amount to be shown according to proof at
13 trial and within the jurisdiction of this Court.

14 221. Plaintiff seeks all available remedies on behalf of himself and on behalf of the Non-
15 Exempt Class and Waiting Time Sub-Class members including, but not limited to, restitution of
16 all wages and all monies owed, all in an amount to be shown according to proof at trial. All such
17 remedies are cumulative of relief available under other laws, pursuant to Business & Professions
18 Code § 17205.

19 222. Plaintiff, on behalf of himself and the Non-Exempt Class and Waiting Time Sub-
20 Class, requests further relief as described in the below prayer.

21 **ELEVENTH CAUSE OF ACTION**

22 **REPRESENTATIVE CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

23 **OF 2004 (PAGA)**

24 (Labor Code § 2698, *et seq.*)

25 223. Plaintiff re-alleges and incorporates by reference the allegations contained in the
26 paragraphs above, as though fully set forth herein.

27 224. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
28 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,

1 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
2 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
3 and other current or former employees pursuant to the procedures specified in Labor Code §
4 2699.3.

5 225. This cause of action involves allegations of violations of Labor Code §§ 201, 202,
6 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194.2, and
7 1198, which, pursuant to Labor Code § 2699.5, provide for a civil penalty to be assessed and
8 collected by the LWDA or recovered through a civil action brought by an aggrieved employee on
9 behalf of himself or herself and other current or former employees pursuant to the procedures
10 specified in Labor Code § 2699.3.

11 226. Defendants employed Plaintiff and Plaintiff had one or more of the alleged
12 violations committed against him. Therefore, Plaintiff is an “aggrieved employee” under PAGA
13 because the alleged violator employed him and he had one or more of the alleged violations
14 committed against him. As such, Plaintiff is properly suited to represent the interests of other
15 aggrieved employees in a PAGA Representative action.

16 227. Plaintiff seeks to recover civil penalties pursuant to Labor Code §§ 558, 558.1, and
17 1197.1, on behalf of himself and other aggrieved employees for Defendants’ violations of the
18 Labor Code, including but not limited to Defendants’ violations of Labor Code §§ 201, 202, 204,
19 226, 226.7, 510, 512, 558, 1174(d), 1197, and 1198.

20 228. For all provisions of the Labor Code for which a civil penalty is not specifically
21 provided, Labor Code § 2699(f) imposes upon Defendants, and each of them, a penalty of one
22 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
23 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
24 violation.

25 229. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following
26 Labor Code provisions:

- 27 a. Failure to provide legally compliant meal periods and/or pay premium wages
28 for non-compliant meal periods in violation of Labor Code sections 204,

226.7, 512 and 1198;

- b. Failure to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods in violation of Labor Code sections 204, 226.7, and 1198;
- c. Failure to timely pay all minimum, regular, overtime and double time wages in violation of Labor Code sections 510, 1194, 1194.2, 1454, 1997, 1197.1, 1198;
- d. Failure to reimburse business expenses or losses incurred by the employee in direct consequence of the discharge of his duties, in violation of Labor Code section 2802;
- e. Failure to maintain accurate records in violation of Labor Code sections 226, 1174, 1174.5, 1198;
- f. Failure to issue accurate wage statements in violation of Labor Code section 226, 226.3, and 1198; and
- g. Failure to timely pay all wages due during and upon separation of employment and/or the necessary waiting time penalties in violation of Labor Code sections 201, 202, 203, 204 and 210.

230. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff and all other aggrieved employees are entitled to, and do seek, such civil penalty.

231. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff expressly disclaims

1 the recovery of underpaid wages on behalf of himself and all other aggrieved employees.

2 232. Labor Code section 226.3 imposes a civil penalty of \$250 per employee per
3 violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation
4 for violations of Labor Code § 226(a). Plaintiff and all other aggrieved employees are entitled to,
5 and seek, such civil penalty.

6 233. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure
7 to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of
8 \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code
9 section 2699 for a violation of Labor Code section 1174(d). Plaintiff and all other aggrieved
10 employees are entitled to, and do seek, such civil penalty.

11 234. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid
12 employee for each pay period for which the employee is underpaid, and a subsequent civil penalty
13 of \$250 for each underpaid employee for each pay period for which the employee is underpaid
14 for paying or causing an employee to be paid a wage less than the minimum wage. Plaintiff and
15 all other aggrieved employees are entitled to, and do seek, such civil penalty.

16 235. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per
17 employee for the initial violation, and \$200 per pay period, per employee for each subsequent
18 violation for all Labor Code provisions for which a civil penalty is not specifically provided,
19 including, but not limited to, the Labor Code sections enumerated above. Plaintiff and all other
20 aggrieved employees are entitled to, and do seek, such civil penalty.

21 236. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil
22 action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and
23 costs. As such, Plaintiff, in his representative capacity on behalf of herself and all other aggrieved
24 employees, is entitled to and seeks attorney's fees and costs.

25 237. Plaintiff, in his representative capacity on behalf of himself and all other aggrieved
26 employees, is entitled to and seeks recovery of reasonable attorney's fees as provided by Labor
27 Code section 218.5 and Code of Civil Procedure section 1021.5.

28 Plaintiff, in his representative capacity on behalf of himself and all other aggrieved

employees, requests further relief as described in the below prayer for relief.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendants as follows:

- a. For an order determining that this action may be maintained as a class action with the named Plaintiff as the class representative;
- b. For the attorneys appearing on the above caption to be named class counsel;
- c. For all wages and benefits due to Plaintiff and the Non-Exempt Class members pursuant to California law;
- d. For all damages due to Plaintiff and the Waiting Time Sub-Class members pursuant to California law;
- e. For all minimum, regular, overtime, and/or double time wages owed pursuant to Labor Code §§ 510, 1194, 1197.1, and/or other applicable law;
- f. For premium wages pursuant to Labor Code § 226.7 and/or other applicable law;
- g. For damages, pursuant to Labor Code § 226(e)(1), Civil Code § 3281, and/or other applicable law;
- h. For all liquidated damages, pursuant to Labor Code §§ 1194.2, 1197.1, and/or other applicable law;
- i. For any and all penalties available for the violations alleged herein, including penalties under Labor Code §§ 210, 225.5, 226(e)(1), 226.3, 558, 1174.5, 1197.1, and/or other applicable law; For injunctive relief, pursuant to Labor Code § 226(h) and Business & Professions Code § 17203, and/or other applicable law;
- j. For restitution for Defendants' unfair, unlawful, and fraudulent business practices as provided by Labor Code § 1197.1, Business & Professions Code § 17203 and/or other applicable law;
- k. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 226(e)(1), 226(h), 1194(a), Code of Civil Procedure § 1021.5, the

“common fund” theory, the “substantial benefit” theory, and/or other applicable law, theory or doctrine;

- l. For a declaratory judgment that Defendants violated Labor Code §§ 204, 210, 221, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198; the “Meal Periods,” “Rest Periods,” “Hours and Days of Work,” “Minimum Wages,” and “Records,” sections of the applicable IWC Wage Order; and Business & Professions Code §§ 17200 *et seq.*;
- m. For pre- and post- judgment interest as provided by California law;
- n. For appropriate equitable relief pursuant to California law; and
- o. For any other relief the Court may deem as just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all issues triable to a jury.

Dated: May 25, 2023

GRAHAMHOLLIS APC

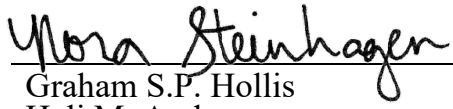
Bv: 
Graham S.P. Hollis
Hali M. Anderson
Nora J. Steinhausen
Attorneys for Plaintiff Rochell Minor

EXHIBIT A

March 16, 2023

Attorneys at Law

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VIA ONLINE ELECTRONIC FILING

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

CERTIFIED MAIL (RETURN RECEIPT)

Twomagnets Inc. d/b/a Clipboard
c/o Registered Agents, Inc. AFSOP
1401 21st Street Suite R.
Sacramento, CA 95811

**Re: Rochell Minor's PAGA Claims against Twomagnets, Inc. d/b/a
Clipboard Health**

Dear California Labor and Workforce Development Agency and Twomagnets Inc. d/b/a
Clipboard:

Please be advised that Rochell Minor ("Claimant") has retained our firm,
GrahamHollis APC, to represent him for claims against his former employer
Twomagnets, Inc. d/b/a Clipboard Health ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce
Development Agency ("LWDA") and the Company of the alleged Labor Code violations
Claimant claims that the Company committed against him and all other non-exempt
employees, including workers misclassified as independent contractors, in California
during their employment. Claimant provides this notice in accordance with the Labor
Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.
Claimant desires to file a civil action to enforce his rights under the Labor Code and seek
compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also
intends to represent all other current and former non-exempt employees, including
workers misclassified as independent contractors, who performed work for the Company
in California and who have suffered at least one of the wage and hour violations described
herein during their employment (the "Aggrieved Employees").

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

*Provisionally Licensed Lawyer

FACTUAL BACKGROUND

Twomagnets Inc. d/b/a Clipboard Health (“Clipboard”) is a staffing agency that places healthcare workers at various facilities across California. Clipboard is a corporation formed in Delaware that is authorized to do business in California. Claimant worked for Clipboard from approximately July of 2022 until November of 2022 as a nurse. Claimant typically worked seventeen (17) hour shifts for eleven (11) consecutive days, followed by three (3) days off. He typically worked both the “AM Shift” which went from 6:00 a.m. to 2:30 p.m. followed by the “PM Shift” which went from 2:30 p.m. to 11 p.m. Claimant was paid an hourly wage of \$38.00 per hour and \$43.00 per hour as the COVID-19 rate on a bi-weekly basis. Claimant’s job duties include tending to patients and ensuring their safety, among other things.

During his tenure with the Company, Claimant was regularly assigned to work at various facilities throughout California, including Rock Creek Care Center, Oakland Post Acute, Crystal Ridge Post Acute, Placer County Post Acute, and Kit Carson Post Acute.

Claimant alleges that the Company willfully misclassified him and Aggrieved Employees as an independent contractor in violation of California law. As a direct result of the Company’s scheme of purposefully misclassifying Claimant and Aggrieved Employees, the Company deprived them of the rights, benefit protections, and benefits afforded to non-exempt employees under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to timely pay all minimum, regular, overtime and double time wages; failed to provide legally compliant meal and rest periods and/or timely pay premium wages; failed to indemnify all necessary business expenditures; failed to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed to furnish accurate itemized wage statements; and failed to maintain accurate employment records.

Claimant alleges that the Company has a policy, practice, procedure, and/or guideline of willfully misclassifying Aggrieved Employees, including Claimant, as independent contractors despite failing to meet all three elements of the “ABC” test codified by Labor Code § 2775. The Company exercised control and direction over the performance of Aggrieved Employees’, including Claimant’s, work. For instance, the Company, had the right to discipline or terminate Aggrieved Employees, require them to work on their clients’ premises, required them to obtain approval prior to taking time off work, supervised and evaluated their work performance, and their clients set the work schedule of Aggrieved Employees. The Company also supplied most of the instrumentalities, tools, and place for Aggrieved Employees to do their work. Thus, Aggrieved Employees were not free from the control and direction of the Company in connection with their work performance. The Company required Aggrieved Employees to perform work that was within their usual course of business, as, the Company is a staffing agency that assigns medical professionals such as the Aggrieved Employees to facilities. Finally, the Aggrieved Employees did not engage in an independently established business, trade or occupation of the same nature as that involved in the work performed. Thus, there is a clear employer-employee relationship between the Company and Aggrieved Employees, and the Company’s practice of classifying Aggrieved Employees as independent contractors is in violation of California law.

Claimant contends that the Company failed to timely pay Aggrieved Employees, including himself, all minimum, regular, overtime and double time wages for all time actually worked or spent under the control of the Company. At all relevant times, the Company has a policy, practice, procedure and/or

guideline that requires employees to work off-the-clock. For example, the Company requires employees to report to the time clock approximately fifteen (15) to twenty (20) minutes prior to the start of their shifts to complete a COVID-19 screening, but does not pay them for this time. Even where the screening did not take the full 15-20 minutes, Claimant would begin work before the start of his scheduled shift and was not paid for this time. Furthermore, Claimant was required to complete a COVID-19 screening after the end of every shift which took approximately fifteen (15) minutes. Claimant was not paid for this time. In addition, Claimant was never able to take an uninterrupted meal break because he was constantly interrupted by his co-workers and supervisors over his walkie-talkie. Despite this, the Company automatically deducted thirty (30) minutes from his daily hours. Thus, Claimant and Aggrieved Employees work before and after their designated hours and during their meal breaks, however, the Company does not provide remuneration for these hours worked. Furthermore, due to the Company's misclassification of Claimant and Aggrieved Employees as independent contractors, they were not paid at the correct overtime or double time rates. Claimant was never paid any double time wages despite regularly working over twelve (12) hours per day and/or over 8 (8) hours on the seventh consecutive day of work in a workweek. As a result, the Company did not properly compensate Claimant and, on information and belief, other Aggrieved Employees, all minimum, regular, and overtime hours for all time during which they are subject to the control of the Company, in violation of California law.

Claimant alleges that the Company did not provide him and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the employer's control. As set forth above, the Company maintains a policy of automatically deducting thirty (30) minutes from employee's time records for meal breaks, despite the fact that Claimant and other Aggrieved Employees are often required to work during their meal breaks or do not receive a meal period at all. Claimant further alleges that the Company does not provide him and other Aggrieved Employees with the opportunity to take a second 30-minute, off-duty, uninterrupted meal period that is free from the employer's control when they work more than ten (10) hours in a day. For example, Claimant and other Aggrieved employees frequently work shifts that are twelve (12) or more hours in length, but the Company does not provide a second meal break for these shifts.

Claimant further asserts that he and, on information and belief, other Aggrieved Employees did not sign a valid on-duty meal period agreement at any point during their employment, nor did they properly waive any of their meal periods.

Claimant also alleges that he and other Aggrieved Employees were not authorized or permitted by the Company to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Because Claimant and Aggrieved Employees are not allowed to leave patients unattended, they are frequently denied rest breaks when there is insufficient staffing to relieve them from their duties in order to take a rest break. Furthermore, since Claimant was required to keep a walkie-talkie on him at all times, he was constantly interrupted by co-workers and supervisors on the occasions when he was able to take a rest break. Thus, Claimant contends that he and other Aggrieved Employees were not provided with legally compliant rest breaks.

Although Claimant and other Aggrieved Employees did not receive legally compliant meal and/or rest periods, Claimant and other Aggrieved Employees did not receive premium wages equivalent to an

additional hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods.

Claimant contends that the Company did not compensate him and other Aggrieved Employees for necessary business expenses. For example, Claimant and, on information and belief, other Aggrieved Employees were required to use their personal cell phones to clock in and out by using the Clipboard mobile application. Due to the cellular provider that Claimant used, he had to pay an additional monthly fee to access the application to clock in and out and view his job assignments. Furthermore, Claimant was required to travel to various facilities throughout California but was not reimbursed for mileage or lodging. To this day, the Company has not reimbursed Claimant and other Aggrieved Employees for these necessary business expenses.

Claimant further alleges, based on information and belief, that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, overtime, and double time wages for all hours worked, as well as meal and rest premium wages, in part due to the aforementioned Labor Code violations. Claimant further contends, based on information and belief, that former Aggrieved Employees have not been paid any waiting time penalties for the late payment of wages, as required by California law.

Claimant also alleges that due to the Company's misclassification of him as an independent contractor, the Company did not issue wage statements that reflect, among other things, the correct total hours worked by the employees, the correct amount of gross and/or net wages earned, all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code.

As a direct result of the Company's illegal policies, practices, procedures, and/or guidelines, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other Aggrieved Employee's actual time worked, the beginning and end of each meal period, and actual wages earned and paid, among other things, in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR

(Labor Code §§ 226.8, 2775, and 3353)

Pursuant to Labor Code § 226.8(a), it is unlawful for an employer to willfully misclassify an individual as an independent contractor. Moreover, Labor Code § 226.8(b) prohibits employers from "[c]harging an individual who has been willfully misclassified as an independent contractor a fee, or making

any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment..."

Where an employer has engaged in, or is engaging in, a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a civil penalty of no less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other legally permitted penalties.

Labor Code § 2775 codifies the "ABC" test set forth in *Dynamex Operations W. Inc. v. Superior Court* (2018) 4 Cal.5th 903 to determine whether an individual is an employee or an independent contractor for purposes of the Labor Code and the IWC Wage Orders. Specifically, Labor Code § 2775 provides that, "a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor," unless the hiring entity establishes that all of the following three conditions are satisfied:

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- (B) The person performs work that is outside the usual course of the hiring entity's business.
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

Labor Code § 3353 further defines "independent contractor" to mean "any person who renders service for a specified recompense for a specified result, under the control of his principal as to the result of his work only and not as to the means by which such result is accomplished."

As set forth above, the Company has a policy, practice, procedure, and/or guideline of willfully misclassifying Claimant and other Aggrieved Employees as independent contractors. Claimant and other Aggrieved Employees are employees for purposes of the Labor Code and the applicable IWC Wage Order because the Companies, individually and/or collectively, retain control and direction over the performance of Aggrieved Employees' work by controlling their work schedules and performance. The Company did not permit Aggrieved Employees to use independent judgment. Aggrieved Employees also performed work that is within the usual course of the Company's business. Aggrieved Employees are also not independently engaged in nursing outside of their work with the Company. The Company is subject to a civil penalty of at least \$10,000, and up to \$25,000, for each violation of Labor Code § 226.8. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

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**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, OVERTIME AND DOUBLE TIME
WAGES**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”].)

The “Minimum Wages” section of IWC Wage Order No. 1-2001 further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Hours worked “means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (8 Cal. Code Regs. § 11010, subd. 2(G); see also *Clark v. QG Printing II, LLC*, No. 118CV00899AWIEPG (E.D. Cal. Sept. 18, 2020) 2020 WL 5604290, at *18) [finding off-the-clock work where the company maintained a policy that required employees to arrive early and watch a scrolling monitor prior to clocking in].)

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. 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. 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 at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of IWC Wage Order No. 1-5001 mandates the same requirements as Labor Code § 510. Under California law, an employee may not waive his or his right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

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

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that, “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to timely pay all minimum, regular, overtime, and double time wages to Claimant and other Aggrieved Employees for all time engaged in work on behalf of the Company. Specifically, the Company failed to pay for hours worked while off-the-clock, including time spent undergoing COVID-19 checks before and after their shifts and time spent working during meal

periods. Additionally, the Company failed to timely pay all overtime and double time wages to Claimant and other Aggrieved Employees for off-the-clock work in excess of eight (8) hours per day and/or forty (40) hours per week. Finally, due to its policy of misclassifying Claimant and Aggrieved Employees as independent contractors, the Company failed to timely pay all overtime and double time wages to Claimant and other Aggrieved Employees for work in excess of eight (8) hours per day and/or forty (40) hours per week. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES
(Labor Code §§ 204, 226.7, 512, and the “Meal Periods” section of the applicable IWC Wage Order)

Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

In pertinent part, the “Meal Periods” section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

A meal period generally complies with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted]; see also *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 785, 240, aff’d, (2021) 11 Cal. 5th 158, 483 [the company’s formal policy was undermined when the company maintained a practice that required belt sorters to return to their stations three to five minutes before the end of their 30-minute meal break].)

Pursuant to Labor Code § 226.7:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of ten (10) hours in a workday. Consequently, Claimant and Aggrieved Employees are entitled to receive one (1) hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of the applicable IWC Wage Order)

The “Rest Periods” section of IWC Wage Order No. 1-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be

authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at pp. 1103-1114.)

As discussed herein, the Company failed to authorize and permit Aggrieved Employees, including Claimant, to take off-duty, uninterrupted 10-minute rest periods for every four (4) hours worked or major fraction thereof. Therefore, Claimant and other Aggrieved Employees are entitled to receive one (1) hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

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FAILURE TO INDEMNIFY ALL NECESSARY EXPENDITURES

(Labor Code § 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that the Company pay interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

The “Uniforms and Equipment” section of the applicable IWC Wage Order states:

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

As set forth, the Company required Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their duties. Nevertheless, the Company failed to indemnify Claimant and Aggrieved Employees for the necessary business expenses they incurred. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours

previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

As discussed herein, the Company did not timely pay former Aggrieved Employees all minimum, regular, overtime, and double time wages, as well as meal and/or rest period premium wages, within the required time upon separation of employment. On information and belief, the Company also did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all Aggrieved Employees to the extent permitted by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.

Meal and rest period premiums must also be included on an employee’s itemized wage statement. (*Naranjo v. Spectrum Security Services, Inc.*, *supra*, 13 Cal.5th at p. 93.) Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Labor Code § 226(h) further states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the Company did not issue wage statements due to its policy of misclassifying Claimant and Aggrieved Employees. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, and the "Records" section of the applicable IWC Wage Order)

Labor Code § 1174(c) requires every employer to "keep a record showing the names and addresses of all employees employed..."

Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, 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 three years.

An employer is further obligated under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The "Records" section of the applicable IWC Wage Order also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND THE IWC WAGE ORDERS

(Labor Code §§ 210, 226.3, 226.8(c), 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Where an employer has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a civil penalty of not less than ten thousand (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other penalties permitted by law.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1 (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each

subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) further states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 6400, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by, among other things, failing to timely pay all minimum, regular, and/or overtime -wages; failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to properly reimburse employees for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to those stated herein, for the Company's violations on behalf of himself and all Aggrieved Employees to the extent allowed by law.

ATTORNEYS FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and all Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and the applicable IWC Wage Order thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered. Claimant will be seeking penalties at the subsequent violation rate in light of the fact that the Company was on notice of its misclassification of workers, as a result of the lawsuit *Lawson v. Twomagnets, Inc. et al.*

Accordingly, if the LWDA declines to intervene or act within time prescribed by PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by PAGA.

California Labor and Workforce Development Agency
Twomagnets, Inc. d/b/a Clipboard Health
March 16, 2023
Page 17



Respectfully,

A handwritten signature in black ink that reads "Nora Steinhagen". The signature is written in a cursive, flowing style.

Nora Steinhagen

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Carrie Rogers](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, March 16, 2023 11:54:39 AM

3/16/2023

LWDA Case No. LWDA-CM-942401-23
Law Firm : GrahamHollis APC
Plaintiff Name : Rochell Minor
Employer: Twomagnets, Inc. d/b/a Clipboard Health
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Carrie Rogers
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



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Twomagnets Inc. dba Clipboard
co Registered Agents, Inc. AFSOP
1401 21ST ST STE R
SACRAMENTO CA 95811-5226



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March 21, 2023

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Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	co Registered Agents Inc AFSOP Twomagnets Inc

Recipient Signature

Signature of Recipient:



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USPS CERTIFIED MAIL™

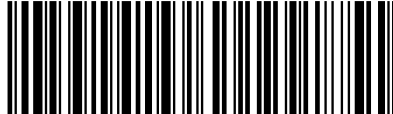
Carrie Rogers
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

\$8.47 US POSTAGE
FIRST-CLASS
Mar 16 2023
Mailed from ZIP 92103
5 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 4
11923275



062S0012913542

USPS CERTIFIED MAIL



9414 8118 9876 5831 5854 09

Twomagnets Inc. dba Clipboard
co Registered Agents, Inc. AFSOP
1401 21ST ST STE R
SACRAMENTO CA 95811-5226



Reference	10984-36132 MINOR TWOMAGNETS CLASSPAGA CBR
USPS #	9414811898765831585409
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 1:28 pm on March 20, 2023 in SACRAMENTO, CA 95811.
USPS History	Departed USPS Regional Destination Facility, 03/19/2023, 5:50 pm, SACRAMENTO CA DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 03/18/2023, 12:51 pm, SACRAMENTO CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 03/17/2023, 8:23 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, March 17, 2023, 7:08 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, March 16, 2023, 10:44 pm, SAN DIEGO, CA 92103

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Date Verified: 03/21/2023 01:00:09 (UTC)

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 05/25/2023 Clad Filke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: Rochell Minor		
DEFENDANT: Twomagnets Inc. D/B/A Clipboard Health		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 23CV034399

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 10/11/2023	Time: 8:30 AM	Dept.: 23
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/25/2023
PLAINTIFF/PETITIONER: Rochell Minor	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy
DEFENDANT/RESPONDENT: Twomagnets Inc. D/B/A Clipboard Health	
CERTIFICATE OF MAILING	CASE NUMBER: 23CV034399

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Nora Steinhagen
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103

Chad Finke, Executive Officer / Clerk of the Court

Dated: 05/30/2023

By:

A. Linhares, Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 05/25/2023 Clad Filke, Executive Officer / Clerk of the Court By: <u> A. Linhares </u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: Rochell Minor		
DEFENDANT: Twomagnets Inc. D/B/A Clipboard Health		
NOTICE OF COMPLEX DETERMINATION HEARING		CASE NUMBER: 23CV034399

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all parties omitted from this notice or brought into the action after this notice was mailed.

Your Complex Determination Hearing has been scheduled on:

Date: 06/27/2023	Time: 9:15 AM	Dept.: 23
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Determination Hearing.

The judge may place a tentative ruling in your case's on-line register of actions before the hearing. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative rulings at <https://eportal.alameda.courts.ca.gov>.



Confirmation #: 28489480

Case Title: Minor v. Twomagnets Inc. D/B/A Clipboard Health

Thank you for choosing One Legal. If you have any questions about this order, please email us at support@onelegal.com.

CASE INFORMATION

Court Name:	Alameda County, Superior Court of California
Court Branch:	Oakland Civil
Case Title:	Minor v. Twomagnets Inc. D/B/A Clipboard Health
Case Category:	Civil Unlimited
Case Type:	Other Employment Complaint Case
Plaintiff:	Rochell Minor
Defendant:	Twomagnets Inc. D/B/A Clipboard Health

ORDER DETAILS

Order Type:	eFiling
Filing order #:	20491464
Date/Time Submitted:	5/25/2023 4:38 PM PT
Client Billing Code:	Minor
Contact Name:	Magdalena Valdez
Attorney Name:	Nora Steinhagen
Email Notification:	Contact
Special Instructions:	Please forward filing fee. Thank you.

DOCUMENTS

Document Type	Document Title	Pages Uploaded
Complaint	Complaint	70
Summons	Summons	1
Civil Case Cover Sheet	Civil Case Cover Sheet	2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA Branch Name: Rene C. Davidson Courthouse Mailing Address: 1225 Fallon Street City, State and Zip Code: Oakland CA 94612	
SHORT TITLE: MINOR vs TWOMAGNETS INC. D/B/A CLIPBOARD HEALTH NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 23CV034399

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of ALAMEDA. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: One Legal ALA
 Reference Number: 20491464
 Submission Number: 23AA00073507
 Court Received Date: 05/25/2023
 Court Received Time: 4:38 pm
 Case Number: 23CV034399
 Case Title: MINOR vs TWOMAGNETS INC. D/B/A CLIPBOARD HEALTH
 Location: Rene C. Davidson Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 05/30/2023
 Notice Generated Time: 10:16 am

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Summons	Accepted
Civil Case Cover Sheet	Accepted

Comments

Submitter's Comments: Please forward filing fee. Thank you.

Clerk's Comments:

Superior Court of California
County of Alameda

,

Receipt EFM-2023-0238160.1

Date: 5/30/23 10:17 AM

Time: 5/30/23 10:17 AM

CASE # 23CV034399

MINOR vs TWOMAGNETS INC. D/B/A

Civil Unlimited - Complaint or other first paper in unlimited civil case (amount over \$25K)	435.00
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Civil - Additional fee for case designated as complex (one fee for all plaintiffs)	1,000.00
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eCourt Transaction Fee (eFiling)	5.00
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Case Total:	1,440.00
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Total Paid:	1,440.00
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23AA00073507