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

DIANDREA CORREA, JEMILA HASSAN,
 AND FARAH DOULKIDAH, individually,
 and on behalf of other members of the general
 public similarly situated and on behalf of
 other aggrieved employees pursuant to the
 California Private Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
 liability company; NEURORESTORATIVE,
 an unknown business entity;
 NEURORESTORATIVE CALIFORNIA, an
 unknown business entity; THE MENTOR
 NETWORK, an unknown business entity;
 MENTOR MANAGEMENT INC., an
 unknown business entity; SEVITA, an
 unknown business entity; and DOES 1
 through 100, inclusive,

Defendants.

Case No.: 23STCV10707

**~~[PROPOSED]~~ FIRST AMENDED CLASS
 ACTION COMPLAINT FOR DAMAGES
 AND ENFORCEMENT UNDER THE
 PRIVATE ATTORNEYS GENERAL ACT,
 CAL. LABOR CODE § 2698 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code

- § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs DIANDREA CORREA (“Plaintiff Correa”), JEMILA HASSAN (“Plaintiff Hassan”), AND FARAH DOULKIDAH (“Plaintiff Doulkidah”) (collectively, the “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382, and the representative cause of action under PAGA is brought pursuant to California Labor Code section 2698, et seq. The monetary damages, restitution, and statutory and civil penalties sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

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6 4. Venue is proper in this Court because, upon information and belief, Defendants
7 maintain offices, have agents, employ individuals, and/or transact business in the State of
8 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
9 Plaintiff, the other class members, and the other aggrieved employees took place in the State of
0 California, including the County of Los Angeles.

2 5. Plaintiff DIANDREA CORREA is an individual residing in the State of
3 California, County of Fontana.

4 6. Plaintiff JEMILA HASSAN is an individual residing in the State of California,
5 County of Orange.

6 7. Plaintiff FARAH DOULKIDAH is an individual residing in the State of Ohio,
7 County of Maimisburg.

8 8. Defendant CAREMERIDIAN, LLC, at all times herein mentioned, was and is,
9 upon information and belief, an employer whose employees are engaged throughout the State
10 of California, including the County of Los Angeles.

1 9. Defendant NEURORESTORATIVE, at all times herein mentioned, was and is,
2 upon information and belief, an employer whose employees are engaged throughout the State of
3 California, including the County of Los Angeles.

10. Defendant NEURORESTORATIVE CALIFORNIA, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

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11. Defendant THE MENTOR NETWORK, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

12. Defendant MENTOR MANAGEMENT INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

13. Defendant SEVITA, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

14. At all relevant times, Defendants CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., and SEVITA were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

15. At all times herein relevant, Defendants CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

16. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally

1 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
2 the injuries and damages to Plaintiffs, the other class members, and the other aggrieved
3 employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this
4 Complaint to show the true names and capacities when the same have been ascertained.

5 17. Defendants CAREMERIDIAN, LLC, NEURORESTORATIVE,
6 NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR
7 MANAGEMENT INC., SEVITA, and DOES 1 through 100 will hereinafter collectively be
8 referred to as “Defendants.”

9 18. Plaintiffs further allege that Defendants directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of
11 Plaintiffs, the other class members, and the other aggrieved employees so as to make each of
12 said Defendants employers liable under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

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

17 20. The proposed class is defined as follows:

18 All persons currently and formerly employed by Defendants, either directly or
19 through any subsidiary, staffing agency, or professional employer organization,
20 as hourly-paid or non-exempt employees in the State of California at any time
21 during the period from January 30, 2019 to final judgment and who reside in
22 California.

23 21. Plaintiffs reserve the right to establish additional subclasses as appropriate.

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

26 a. Numerosity: The class members are so numerous that joinder of all class
27 members is impracticable. The membership of the entire class is
28

unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and for non-compliant meal and rest periods (i.e., short, late, interrupted, and/or missed) meal periods and rest periods in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek, and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages and all compensation earned (including, regular, minimum, overtime, and premium wages) to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the

California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to pay reporting time pay to Plaintiffs and the other class members;
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiffs and other class members as required by California Labor Code section 551 and 552;
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- p. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

24. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

25. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

1 26. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
2 employee,” who is any person that was employed by the alleged violator and against whom
3 one or more of the alleged violations was committed.

4 27. Plaintiffs were employed by Defendants and the alleged violations were
5 committed against them during their time of employment, and they are, therefore, aggrieved
6 employees. Plaintiffs and the other employees are “aggrieved employees” as defined by
7 California Labor Code section 2699(c) in that they are all current or former employees of
8 Defendants, and one or more of the alleged violations were committed against them.

9 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
11 following requirements have been met:

- 12 a. The aggrieved employee shall give written notice by online submission
13 (hereinafter “Employee’s Notice”) to the Labor and Workforce
14 Development Agency (herein “LWDA”) and the employer of the specific
15 provisions of the California Labor Code alleged to have been violated,
16 including the facts and theories to support the alleged violations.
- 17 b. The LWDA shall provide notice (herein “LWDA Notice”) to the
18 employer and the aggrieved employee by certified mail that it does not
19 intend to investigate the alleged violation within sixty (60) calendar days
20 of the postmark date of the Employee’s Notice. Upon receipt of the
21 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
22 (65) calendar days of the postmark date of the Employee’s Notice, the
23 aggrieved employee may commence civil action pursuant to California
24 Labor Code section 2699 to recover civil penalties in addition to any
25 other penalties or relief to which the employee may be entitled.

26 29. On March 6, 2023, Plaintiff Correa provided written notice by online submission
27 to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the
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California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Correa has not received a LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Correa's notice.

30. On July 6, 2023, Plaintiff Hassan provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On September 20, 2023 Plaintiff Hassan provided an amended written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants adding Plaintiff Doulkidah as a representative. Plaintiff Hassan and Plaintiff Doulkidah have not received a LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Hassan's amended notice.

31. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 432, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001 and 5-2001, and IWC Wage Orders including inter alia, Wage Orders 4-2001 and 5-2001.

GENERAL ALLEGATIONS

32. At all relevant times set forth herein, Defendants employed Plaintiffs, the other class members, and the other aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

33. Defendants, jointly and severally, employed Plaintiff Correa as an hourly-paid, non-exempt employee, from approximately May 2021 to approximately August 2022, in the State of California, County of Los Angeles.

34. Defendants, jointly and severally, employed Plaintiff Hassan as an hourly-paid, non-exempt employee, from approximately July 2012 to approximately April 2024, in the State of California, County of Orange.

35. Defendants, jointly and severally, employed Plaintiff Doulkidah as an hourly-paid, non-exempt employee, from approximately February 2023 to approximately July 2023, in the State of California, County of San Diego and San Francisco.

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

37. Defendants had the authority to hire and terminate Plaintiffs, the other class members, and the other aggrieved employees, to set work rules and conditions governing Plaintiffs', the other class members', and the other aggrieved employees' employment, and to supervise their daily employment activities.

38. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs', the other class members', and the other aggrieved employees' employment for them to be joint employers of Plaintiffs, the other class members, and the other aggrieved employees.

39. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class members, and the other aggrieved employees.

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

41. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the other class members, and the other aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against Plaintiffs, the other class members, and the other aggrieved employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all hours worked and for non-compliant (short, late,

interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

44. Plaintiff is informed and believe, and based thereon allege, that Defendants failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs, the other class members, and the other aggrieved employees with all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs, the other class members, and the other aggrieved employees. Plaintiffs, the other class members, and the other aggrieved employees were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiffs and the other class members to forego statutorily required meal periods and rest periods.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to relieve Plaintiffs, the other class members, and the other aggrieved employees of all duties, failed to relinquish control over Plaintiffs', the other class members', and the other aggrieved employees' activities, failed to permit Plaintiffs, the other class members, and the other aggrieved employees a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth

1 hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute
2 uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten
3 (10) hours.

4 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
6 employees were entitled to receive all meal periods or payment of one additional hour of pay at
7 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
8 when a meal period was non-compliant (missed, short, late, or interrupted), and they did not
9 receive all meal periods or payment of one additional hour of pay at Plaintiffs', the other class
10 members', and the other aggrieved employees' regular rate of pay when a meal period was
11 missed, short, late, or interrupted.

12 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
14 employees were entitled to receive all rest periods or payment of one additional hour of pay at
15 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
16 when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest
17 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
18 regular rate of pay when a rest period was missed, short, late, and/or interrupted.

19 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed to provide, authorize, and permit Plaintiff and the other class members to take full,
21 uninterrupted, off-duty rest periods. Defendants failed to make a good faith effort to authorize,
22 permit, and provide such rest breaks in the middle of each work period. Defendants also required
23 Plaintiff and other putative class members to remain on the premises during rest periods.

24 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
26 employees were entitled to pay equal to half the usual or scheduled day's work in an amount
27 no less than two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay
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1 for each workday in which Plaintiffs, the other class members, and the other aggrieved
2 employees were required to report to work and were furnished less than half the usual or
3 scheduled day's work.

4 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs, the other class members, and aggrieved employees
6 were entitled to pay equal to no less than two (2) hours at Plaintiffs', the other class members',
7 and the other aggrieved employees' regular rate of pay for each day in which Plaintiffs, the
8 other class members, and aggrieved employees were required to report for work a second time
9 in one workday and were furnished less than two hours of work on the second reporting.

10 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
12 employees were entitled to receive at least minimum wages for compensation and that they
13 were not receiving at least minimum wages for all hours worked.

14 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 required Plaintiffs, the other class members, and the other aggrieved employees to perform
16 health and safety checks related to COVID-19 off-the-clock.

17 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
19 employees were entitled to receive all wages owed to them upon discharge or resignation,
20 including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal
21 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
22 time of their discharge or resignation.

23 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
25 employees were entitled to receive all wages owed to them during their employment.
26 Plaintiffs, the other class members, and the other aggrieved employees did not receive payment
27 of all wages, including earned but unpaid overtime wages, minimum wages, reporting time
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1 pay, and meal and rest period premiums, within any time permissible under California Labor
2 Code section 204.

3 56. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the
4 other class members, and the other aggrieved employees were not provided with a day of rest
5 as required by California Labor Code sections 551 and 552, because they regularly worked in
6 excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during
7 workweeks in which they were required to work in excess of six (6) days, without
8 accumulating or being provided the opportunity to take at least one (1) day of rest, and when
9 they accumulated days of rest, they were not actually provided the opportunity to take the
10 equivalent of one (1) day's rest in seven (7) during each calendar month.

11 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
13 employees were entitled to receive complete and accurate wage statements in accordance with
14 California law, but, in fact, they did not receive complete and accurate wage statements from
15 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
16 hours worked by Plaintiffs, the other class members, and the other aggrieved employees.

17 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Defendants had to keep complete and accurate payroll records
19 for Plaintiffs, the other class members, and the other aggrieved employees in accordance with
20 California law, but, in fact, did not keep complete and accurate payroll records.

21 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
23 employees were entitled to reimbursement for necessary business-related expenses.

24 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiffs, the other class
26 members, and the other aggrieved employees pursuant to California law, and that Defendants
27 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
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1 failed to do so, and falsely represented to Plaintiffs, the other class members, and the other
2 aggrieved employees that they were properly denied wages, all in order to increase
3 Defendants' profits.

4 61. During the relevant time period, Defendants failed to pay overtime wages to
5 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs, the other class
6 members, and the other aggrieved employees did not receive overtime compensation at one-
7 and one-half times the regular rate for all hours spent performing job duties in excess of eight
8 (8) hours per day, forty (40) hours per week, and/or over six (6) consecutive days in a workweek.

9 62. During the relevant time period, Defendants failed to use the shift differential
10 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
11 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
12 where Plaintiff and the other class members earned shift differential pay/commissions/non-
13 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
14 workweek.

15 63. During the relevant time period, Defendants failed to provide all requisite
16 uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other
17 aggrieved employees.

18 64. During the relevant time period, Defendants required Plaintiffs, the other class
19 members, and the other aggrieved employees to remain on Defendants' premises during
20 purported rest periods, thereby failing to relieve them of all employer control.

21 65. During the relevant time period, Defendants failed to pay Plaintiffs, the other
22 class members, and the other aggrieved employees at least minimum wages for all hours
23 worked.

24 66. During the relevant time period, Defendants failed to pay Plaintiffs, the other
25 class members, and the other aggrieved employees all wages owed to them upon discharge or
26 resignation.

27 ///

67. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

68. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs, the other class members, and the other aggrieved employees.

69. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees.

70. During the relevant time period, Defendants failed to reimburse Plaintiffs, and the other class members, and the other aggrieved employees for all necessary business-related expenses and costs.

71. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

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

FIRST CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

73. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

74. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without

1 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
2 rate of pay, depending on the number of hours worked by the person on a daily or weekly
3 basis.

4 75. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiffs and the other class members employed by Defendants, and
6 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, or over
7 six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in
8 excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6)
9 consecutive days in a workweek.

10 76. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
12 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in
13 the excess of eight (8) hours on the sixth consecutive day of work in a workweek.

14 77. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
17 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
19 of work.

20 78. During the relevant time period, Plaintiffs and the other class members worked
21 in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess
22 of six (6) consecutive days in a workweek.

23 79. During the relevant time period, Defendants intentionally and willfully failed to
24 pay overtime wages owed to Plaintiffs and the other class members. Plaintiffs and the other
25 class members did not receive overtime compensation at one and one-half times their regular
26 hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a
27 day, or forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of
28

work.

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

81. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

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

91. During the relevant time period, Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control over Plaintiffs' and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking 30 minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least 6 hours, and/or to take second 30 minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than 10 hours.

92. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

93. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 97. At all times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
4 employment by Defendants.

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

8 99. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half
13 (3 ½) hours.

14 100. During the relevant time period, Defendants required Plaintiffs and other class
15 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
16 rest period per each four (4) hour period worked.

17 101. During the relevant time period, Defendants willfully required Plaintiffs and the
18 other class members to work during rest periods and failed to pay Plaintiffs and the other class
19 members the full rest period premium for work performed during rest periods.

20 102. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members the full rest period premium due pursuant to California Labor Code section
22 226.7.

23 103. Defendants failed to relieve Plaintiffs and the other class members of all duties
24 and relinquish control over how they spent their rest breaks, and failed to provide compliant
25 rest periods.

26 104. Defendants' conduct violates applicable IWC Wage Orders and California
27 Labor Code section 226.7.

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

FOURTH CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

108. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties and also implementing an improper rounding procedure.

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

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

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

FIFTH CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

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

115. Plaintiffs and other class members were not paid, at the time of their discharge, wages earned and unpaid throughout their employment, including but not limited to, minimum

1 wages for time worked off-the-clock to perform work duties, reporting time pay, for meal and
2 rest period premium payments, and as a result of Defendants' failure to properly calculate the
3 regular rate of pay.

4 116. Defendants' failure to pay Plaintiffs and the other class members who are no
5 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
6 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
7 201 and 202.

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

12 118. Plaintiffs and the other class members are entitled to recover from Defendants
13 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
14 pursuant to California Labor Code section 203.

15 **SIXTH CAUSE OF ACTION**

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

17 **(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE**
18 **CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC.,**
19 **SEVITA, and DOES 1 through 100)**

20 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 118, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 120. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 16th and the 26th day of the month during which the labor was
27 performed.

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

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

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

124. During the relevant time period, Defendants did not timely pay Plaintiffs and the other class members wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

125. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees 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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

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

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

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

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

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

EIGHTH CAUSE OF ACTION

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

(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC., SEVITA, and DOES 1 through 100)

133. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

NINTH CAUSE OF ACTION

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

**(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE
CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC.,
SEVITA, and DOES 1 through 100)**

138. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 137, and each and every part thereof with the same force and effect as though fully set forth herein.

139. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

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

141. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs including but not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

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

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TENTH CAUSE OF ACTION

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

**(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE
CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC.,
SEVITA, and DOES 1 through 100)**

143. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 142, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

146. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

**(Against CAREMERIDIAN, LLC, NEURORESTORATIVE, NEURORESTORATIVE
CALIFORNIA, THE MENTOR NETWORK, MENTOR MANAGEMENT INC.,
SEVITA, and DOES 1 through 100)**

150. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 149, and each and every part thereof with the same force and effect as though fully set forth herein.

151. PAGA expressly establishes that any provisions of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

152. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

153. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

154. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

155. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

156. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Wages (Including, Inter Alia, Minimum Wages)

157. Defendants’ failure to pay wages (including regular, minimum, overtime, reporting time pay and premium wages) and all compensation due to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

Failure to Provide a Day of Rest

158. Defendants’ failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

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Failure to Timely Pay Wages Upon Termination

159. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

160. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

161. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

162. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

163. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

164. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

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- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

165. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

166. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private

Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

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

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As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

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

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

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

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

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

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 432, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001 and 5-2001, and IWC Wage Orders including inter alia, Wage Orders 4-2001 and 5-2001; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: March 12, 2025

LAWYERS for JUSTICE, PC

By: 

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Vartan Madoyan
Matthew Richard Soto
Attorneys for Plaintiff Diandrea Correa

Dated: March 12, 2025

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