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 on behalf of herself and all others similarly situated and aggrieved

FILED
 Superior Court of California
 County of Los Angeles

10/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TURESA WILCOX, an individual and on
 behalf of all others similarly situated and
 aggrieved,

Plaintiff,

v.

ATC HEALTHCARE SERVICES LLC, a
 Georgia limited liability company; and
 DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV04472

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION.
10. CIVIL PENALTIES UNDER THE PRIVATE
 ATTORNEYS' GENERAL ACT OF 2004
 FOR VIOLATIONS OF LABOR CODE
 SECTIONS 210, 226.3, 558, 1174.5, 1197.1
 AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff TURESA WILCOX, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against ATC
6 HEALTHCARE SERVICES LLC, and any of its respective subsidiaries or affiliated companies
7 within the State of California (“ATC” and with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
12 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
13 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
14 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
15 for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section
16 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802, restraints
17 on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants
18 working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

19 **PARTIES**

20 **A. Plaintiff**

21 3. Plaintiff TURESA WILCOX (“Plaintiff”) is a resident of the State of California. At
22 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not
24 limited to, stocking operating rooms and assisting in surgeries. Plaintiff is informed and believes,
25 and based thereon alleges, that Plaintiff worked for Defendants from approximately June of 2022
26 through approximately June of 2022.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant ATC is,
3 and at all times relevant hereto was, a limited liability company organized and existing under and
4 by virtue of the laws of the State of Georgia and doing business in the County of Los Angeles, State
5 of California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include ATC, and any of their parent, subsidiary, or affiliated companies within the State of
18 California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
12 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
13 causes of action complained of herein arose; the county in which the employment relationship
14 began; the county in which performance of the employment contract, or part of it, between Plaintiff
15 and Defendants was due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
17 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
18 and Class Members in Los Angeles County, and because Defendants employ numerous Class
19 Members in Los Angeles County.

20 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
21 Defendants during the applicable statutory period and suffered one or more of the Labor Code
22 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
23 penalty” is defined under ZB N.A. v. Superior Court (2019) 8 Cal.5th 175, under the Labor Code
24 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
25 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
26 employees of Defendants during the Civil Penalty Period.

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 Superior Court (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 13. During the period beginning one (1) year preceding the provision of notice to the
4 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
5 Defendants violated, inter alia, Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 226, 226.3,
6 226.7, 232, 232.5, 432, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699,
7 2810.3, and 2810.5, among others.

8 14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
9 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
10 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
11 specified in Labor Code section 2699.3.

12 15. On or around March 1, 2023, Plaintiff provided written notice pursuant to Labor
13 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
14 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
15 as well as by certified mail, with return receipt requested to Defendants, and each of them.

16 16. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
17 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other’s wage
18 and hour violations under Labor Code section 2810.3 on March 1, 2023 by certified mail with return
19 receipt requested.

20 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
21 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
22 calendar days of the March 1, 2023 postmarked date of the herein-described notice sent by Plaintiff
23 to the LWDA and Defendants.

24 18. On or around March 1, 2023, Plaintiff filed a class action complaint against
25 Defendants in Superior Court of the State of California, County of Los Angeles, for failure to pay
26 overtime, failure to pay minimum wage, failure to provide meal periods, failure to provide rest
27 periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to
28 indemnify, and unfair competition. (the “Class Action”).

1 19. On or around April 14, 2023, Defendants removed the Class Action to the United
2 States District Court for the Central District of California.

3 20. On or about August 28, 2023, Plaintiff filed a First Amended Complaint against
4 Defendants in the United States District Court for the Central District of California.

5 21. On or about April 10, 2024, the United States District Court for the Central District
6 of California remanded the Class Action to the Superior Court of the State of California, County of
7 Los Angeles.

8 22. The Parties have agreed to stipulate to Plaintiff's filing a Second Amended
9 Complaint alleging against Defendants the same causes of action identified above, plus a cause of
10 action for PAGA penalties. Hence, this Second Amended Complaint, which will be the operative
11 complaint in the Action (the "Operative Complaint").

12 **FACTUAL BACKGROUND**

13 23. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
15 some of them, in violation of California state wage and hour laws as a result of, without limitation,
16 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
17 seven consecutive work days in a work week without being properly compensated for hours worked
18 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
19 worked on the seventh consecutive work day in a work week by, among other things, failing to
20 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
21 detriment of Plaintiff and Class Members.

22 24. For example, the week of June 12, 2022, Plaintiff worked more than eight hours in a
23 work day, with her average work day lasting approximately eight and a half hours. Indeed, Plaintiff's
24 work-days began at 11:00 PM and did not end before 7:30AM. Yet, Defendants failed to compensate
25 Plaintiff for all hours worked. Additionally, Plaintiff was made, as a matter of policy and practice,
26 to don and doff her mandatory uniform, scrubs, before signing in for work and after signing out of
27 work. She was also made, as a matter of policy and practice to travel from the place her car was
28 parked, to the locker room to change into her uniform, and then from the locker room to the office

1 where she could sign in and begin her shift. She was made, as a matter of policy and practice to sign
2 out of work, walk to the locker room where she took off her scrubs, and then walk to the parking
3 lot. Plaintiff received no compensation for this time working off the clock. Plaintiff observed other
4 Class Members being required to take these same actions.

5 25. Plaintiff was paid at a base rate of \$24 (twenty-four dollars) per hour. Plaintiff was
6 therefore paid at an average rate of \$24 (twenty-four dollars) per hour because Defendants did not
7 provide Plaintiff overtime pay.

8 26. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
10 or some of them, in violation of California state wage and hour laws as a result of, among other
11 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
12 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

13 27. For example during the week of June 12, 2022, Plaintiff was not paid all minimum
14 wages owed when her shift was less than eight hours long. Defendants failed to compensate Plaintiff
15 for the time she spent working before signing in and after signing out, and Defendants also failed to
16 compensate Plaintiff, as a matter of policy and practice, for the time it took Plaintiff to walk to the
17 hospital building from the nearest parking structure, change into her mandatory work uniform,
18 scrubs, in the locker room, and walk from the locker room to the office where she signed in.
19 Similarly, Defendants failed to compensate Plaintiff for the time spent walking *back* to the locker
20 rooms at the end of the day, removing her uniform, and walking to the distant parking structure. As
21 a result of policy and practice, Plaintiff was not allowed to do these work-related tasks after signing
22 in and before signing out.

23 28. For at least four (4) years prior to the filing of this Action and continuing to the
24 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
25 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
26 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
27 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
28 for such unprovided meal periods as required by California wage and hour laws.

1 29. For example, the week of June 12, 2022, Defendants failed to provide Plaintiff with
2 complete, timely, 30 minute, duty-free uninterrupted meal periods for every five hours of work.
3 During the week of June 12, 2022, Plaintiff was not permitted to take at least one meal period.
4 Instead, she was required, as a matter of policy and practice, to work through her meal period.
5 Plaintiff was required to eat at her desk while working on daily tasks or in the hallway as she went
6 from patient to patient. Defendants knew this occurred because supervisors were present in the work
7 areas during such times. Whenever Plaintiff and other class members attempted to use the break
8 room for a break, they were almost immediately told to return to work. Plaintiff did not receive pay
9 for the time she worked through her shift, or a premium payment. Plaintiff observed other employees
10 who were subject to these same policies and procedures.

11 30. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
13 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
14 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
15 California wage and hour laws.

16 31. For example, the week of June 12, 2022, Defendants failed to provide Plaintiff with
17 complete, timely, and uninterrupted 10 minute rest periods for every four hours worked or major
18 fraction thereof. Defendants did not permit Plaintiff to take at least one 10-minute rest period during
19 this week. Plaintiff was only permitted two to three minutes for a rest break. She would have to
20 sneak into the break room so she could make coffee and sit briefly. Each time, within two to three
21 minutes she would be told by supervisors that she must return to her work duties. As a matter of
22 policy and practice.

23 32. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
25 full amount of their wages owed to them upon termination and/or resignation as required by Labor
26 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
27 minimum wages, premium wages.

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1 33. For example, Plaintiff was terminated on or about June 23, 2022 but was not provided
2 her final paycheck until July 1, 2022. This was the result of Defendants policy and practice of not
3 paying final wages until the end of the next billing cycle. In this paycheck, she was owed overtime
4 pay and minimum wage pay for time worked and wages owed on account of Defendants failure to
5 provide a compliant meal period and rest period, but none of this was received. Defendants were
6 aware of this because they initiated the termination and failed to provide the final paycheck in a
7 timely manner or provide all wages due at the time of termination.

8 34. For at least one (1) year prior to the filing of this Action and continuing to the present,
9 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
10 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
11 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate; and other such information as required by Labor Code section
13 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
14 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

15 35. For example, during the week of June 12, 2022, Plaintiff did not receive timely
16 payment of all wages owed in a correctly itemized wage statement which included total hours
17 worked, net wages earned, all applicable hourly rates and other such information. In this paycheck,
18 she was owed overtime pay and minimum wage pay for time worked and wages owed on account
19 of Defendants failure to provide a compliant meal period and rest period. Defendants were
20 knowledgeable of this because they were in charge of payroll and knew of the time spent working
21 off-the-clock, non-compliant meal and rest breaks and failure to provide compensation in lieu-
22 thereof.

23 36. For at least one (1) year prior to the filing of this action and continuing to the present,
24 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
25 amount of their wages for labor performed in a timely fashion as required under Labor Code section
26 204.

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1 37. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
3 costs incurred in purchasing mandatory work uniforms; and laundering mandatory work uniforms.

4 38. As a matter of policy and practice, Defendants instructed Plaintiff and other Class
5 Members to pay Defendants directly for the scrubs. Defendants also required that Plaintiff and other
6 Class Members receive numerous vaccinations at cost to Plaintiff. Plaintiff and Class Members paid
7 Defendant for both her scrubs and vaccines yet never received whole or partial reimbursement for
8 these expenses. Defendant was on notice of these costs because they were paid directly to
9 Defendants or Defendants directly asked Plaintiff and Class Members, or some of them, to pay for
10 them.

11 39. Plaintiff had to pay to launder her scrubs, but Defendant never reimbursed Plaintiff
12 for laundering costs. As an employee of a medical facility, part of Plaintiff and other Class Members
13 daily responsibilities included dealing with human biological material which was hazardous to
14 human health and necessitated frequent cleaning. Plaintiff therefore had an obligation—and
15 Defendant was on notice—to launder and/or change her scrubs frequently. However, Plaintiff never
16 received reimbursement for the costs of laundering her work scrubs.

17 40. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
19 California in violation of California state wage and hour laws as a result of, without limitation,
20 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
21 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
22 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
23 worked; engaging, suffering, or permitting employees to work off the clock, including, without
24 limitation, by requiring employees: to come early to work and leave late work without being able to
25 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
26 clocking out, to clock out for meal periods and continue working, to attend company meetings off
27 the clock, failing to include all forms of remuneration, including non-discretionary bonuses,
28 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into

1 the regular rate of pay for the pay periods where overtime was worked and the additional
2 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
3 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
4 than actually worked, and for paying straight pay instead of overtime pay to the detriment of
5 Employee and other Aggrieved Employees.

6 41. At all relevant times mentioned herein, Defendants had and have a practice or policy
7 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
8 worked or otherwise under Defendants' control as a result of, without limitation, failing to
9 accurately track and/or pay for all minutes actually worked; by requiring employees: to come early
10 to work and leave late work without being able to clock in for all that time, to complete pre-shift
11 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
12 continue working, to attend company meetings off the clock, detrimental rounding of employee time
13 entries; editing and/or manipulation of time entries to show less hours than actually worked; and
14 failing to pay split shift premiums. In addition, Employee and other employees were required to
15 report to work, and did report, but were not put to work and/or were furnished less than half their
16 usual or scheduled day's work without being paid for half the usual or scheduled work at their
17 regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that
18 Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based
19 on its continued failure to pay minimum wages for all hours worked, entitling Employee and other
20 Aggrieved Employees.

21 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
23 timely, and complete meal period for days on which the employee worked in excess of five (5) and
24 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
25 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
26 not providing timely meal periods; failing to provide first and second meal periods; providing short
27 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
28 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal

1 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
2 employees worked as required by California wage and hour laws.

3 43. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
5 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
6 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
7 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
8 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
9 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
10 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

11 44. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
14 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee; the legal name of the employer and/or the name and address of the
17 legal entity securing the employer's services if the employer is a farm labor contractor; and other
18 such information as required by Labor Code section 226, subdivision (a).

19 45. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
21 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
23 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
24 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
25 Aggrieved Employees.

26 46. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
28 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime

1 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
2 Code sections 201, 202, and 203.

3 47. At all relevant times herein, Defendants had and have a policy or practice of failing
4 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
5 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
6 and applicable Wage Orders.

7 48. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
9 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
10 mandatory work uniforms; and laundering mandatory work uniforms, in direct consequence of the
11 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
12 Code 2802.

13 49. At all relevant times mentioned herein, Defendants have had a policy or practice of
14 failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
15 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
16 Employees with the rates of pay and overtime rates of pay applicable to their employment;
17 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
18 name, address, and telephone number of the workers' compensation insurance carrier; information
19 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
20 under Labor Code section 2810.5.

21 50. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
22 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
23 California law (including, without limitation Labor Code section 245, et seq.), and also did not
24 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
25 all other Aggrieved Employees.

26 51. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
28 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of

1 any calendar month shall be paid for between the 16th and 26th day of the month during which the
2 labor was performed, and labor performed between the 16th and the last day, inclusive of any
3 calendar month, shall be paid for between the 1st and 10th day of the following month.”

4 52. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
6 and experience they obtained at Defendants for purposes of competing with Defendants, including,
7 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
8 a prospective employer, and from disclosing who else works at Defendants and under what
9 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
10 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
11 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
12 Code sections 232, 232.5, and 1197.5, subdivision (k).

13 53. Defendants had and have a policy or practice of preventing Plaintiff and/or other
14 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
15 to their managers or outside to private attorneys or government officials, among others, in violation
16 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
17 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
18 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
19 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
20 of Labor Code section 232 and 232.5.

21 54. Defendants had and have a policy or practice of preventing Plaintiff and/or other
22 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
23 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
24 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
25 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
26 Plaintiff’s and/or other Aggrieved Employee’s constitutional rights of freedom of speech and
27 economic liberty.

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55. Plaintiff, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

56. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks restitution and (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of amounts owed.

57. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

CLASS ACTION ALLEGATIONS

58. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

59. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

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1 60. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
3 of interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 61. The potential Class Members as defined are so numerous that joinder of all the
6 members of the Class is impracticable. While the precise number of Class Members has not been
7 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
8 Members employed by Defendants within the State of California.

9 62. Accounting for employee turnover during the relevant periods necessarily increases
10 this number. Plaintiff alleges Defendants' employment records would provide information as to the
11 number and location of all Class Members. Joinder of all members of the proposed Class is not
12 practicable.

13 **B. Commonality**

14 63. There are questions of law and fact common to Class Members. These common
15 questions include, but are not limited to:

- 16 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
17 worked at a proper overtime rate of pay?
- 18 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
19 for all other time worked at the employee's regular rate of pay and a rate of pay that
20 is greater than the applicable minimum wage?
- 21 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
22 Class Members to take compliant meal periods?
- 23 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
24 with additional wages for missed or interrupted meal periods?
- 25 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
26 Class Members to take compliant rest periods?
- 27 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
28 with additional wages for missed rest periods?

- 1 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
2 Members upon termination or resignation all wages earned?
- 3 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
4 section 203?
- 5 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
6 Class Members with accurate wage statements?
- 7 J. Did Defendants fail to pay Class Members in a timely fashion as required under
8 Labor Code section 204?
- 9 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
10 losses incurred in direct consequence of the discharge of their duties or by obedience
11 to the directions of Defendants as required under Labor Code section 2802?
- 12 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
13 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 14 M. Are Class Members entitled to restitution of wages under Business and Professions
15 Code section 17203?
- 16 N. Are Class Members entitled to costs and attorneys' fees?
- 17 O. Are Class Members entitled to interest?

18 **C. Typicality**

19 64. The claims of Plaintiff herein alleged are typical of those claims which could be
20 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
21 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
22 damages arising out of and caused by Defendants' common course of conduct in violation of laws
23 and regulations that have the force and effect of law and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 65. Plaintiff will fairly and adequately represent and protect the interest of Class
26 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
27 hour class actions.

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67. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

(Failure to Pay Overtime Wages – Against All Defendants)

69. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

71. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny 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.”

18

72. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

73. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

74. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

76. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

77. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

78. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

79. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

80. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

81. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

82. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

83. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

84. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

85. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the

1 Class Member's regular rate of compensation on the occasions that Class Members were not
2 provided compliant meal periods.

3 86. By their failure to provide Plaintiff and Class Members compliant meal periods as
4 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
5 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 512 and applicable Wage Orders.

7 87. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

10 88. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

16 89. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 90. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by applicable Wage Orders.

20 91. California law and applicable Wage Orders require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

27 92. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare

Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

93. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

94. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

95. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

96. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

97. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

98. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

99. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination.

1 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
2 discharge immediately upon termination. Class Members who resigned were entitled to payment
3 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
4 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
5 unpaid at the time of resignation.

6 100. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
7 years before the filing of the Complaint in this Action through the present, Defendants, due to the
8 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
9 Members all wages earned prior to resignation or termination in accordance with Labor Code
10 sections 201 or 202.

11 101. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
12 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
13 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
14 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
15 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
16 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
17 or resignation.

18 102. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
19 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
20 resignation, until paid, up to a maximum of thirty (30) days.

21 103. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
23 prior to termination or resignation.

24 104. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
25 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
26 waiting time penalties, interest, and their costs of suit, as well.

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1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

3 105. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 106. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

7 107. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
9 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
10 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate; among other things.

12 108. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
13 before the filing of the Complaint in this Action through the present, Defendants failed to comply
14 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
15 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
16 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
17 all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate; among other things.

19 109. The week of June 19, 2022, Defendants failed to provide Plaintiff with a wage
20 statement that accurately showed gross wages earned, total hours worked, or net wages earned.
21 Indeed, Plaintiff's paycheck reflected far fewer hours worked than Plaintiff actually logged. As a
22 result, the gross and net pay results were negatively skewed to deprive Plaintiff of wages that she
23 rightfully earned and to which she was lawfully entitled.

24 110. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
25 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
26 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
27 provided wage statements that Defendants knew were not accurate.

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111. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

112. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

113. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment – Against All Defendants)

114. Plaintiff reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

115. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

116. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

117. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay

1 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
2 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
3 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
4 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
5 percent of the amount unlawfully withheld.”

6 118. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
7 before the filing of the Complaint in this Action through the present, Defendants employed policies
8 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
9 Labor Code section 204.

10 119. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
11 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
12 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
13 for each subsequent violation in connection with each payment that was made in violation of Labor
14 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

15 120. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
16 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
17 interest, and their costs of suit, as well.

18 **EIGHTH CAUSE OF ACTION**

19 **(Violation of Labor Code § 2802 – Against All Defendants)**

20 121. Plaintiff reallege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 122. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

24 123. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
25 his or her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties . . .”

27 124. For three (3) years prior to the filing of the Complaint in this Action through the
28 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,

1 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
2 obedience to the directions of Defendants that included, without limitation: purchasing mandatory
3 work uniforms; and laundering mandatory work uniforms.

4 125. During that time period, Plaintiff is informed and believes, and based thereon allege
5 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
6 Class Members for those losses and/or expenditures.

7 126. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
9 herein-described losses and/or expenditures.

10 127. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
13 costs of suit.

14 **NINTH CAUSE OF ACTION**

15 **(Unfair Competition – Against All Defendants)**

16 128. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 129. Plaintiff is informed and believes, and based thereon alleges that the unlawful
19 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
20 and Professions Code section 17200. Due to their unlawful business practices in violation of the
21 Labor Code, Defendants have gained a competitive advantage over other comparable companies
22 doing business in the State of California that comply with their obligations to compensate employees
23 in accordance with the Labor Code.

24 130. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
25 Members have suffered injury in fact and lost money or property.

26 131. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
27 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
28 Code and requiring the establishment of appropriate and effective means to prevent further

1 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
2 including interest thereon, in which they had a property interest and which Defendants nevertheless
3 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
4 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
5 by their failure to comply with the Labor Code.

6 132. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
7 Procedure section 1032 and interest under Civil Code section 3287.

8 **TENTH CAUSE OF ACTION**

9 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

10 133. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

12 **Civil Penalties Under Labor Code § 210**

13 134. At all relevant times herein, Labor Code section 204, requires and required that:
14 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
15 for between the 16th and 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.”

18 135. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 136. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
28 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor

1 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
2 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
3 for each subsequent violation in connection with each payment that was made in violation of Labor
4 Code section 204.

5 Civil Penalties Under Labor Code § 226.3

6 137. Defendants had and have a policy or practice of failing to comply with Labor Code
7 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
8 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
9 wages earned; the name and address of each employer with whom they have been placed to work;
10 all applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
12 entity securing the employer's services if the employer is a farm labor contractor; and other such
13 information as required by Labor Code section 226, subdivision (a).

14 138. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

19 139. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
20 this section are in addition to any other penalty provided by law."

21 140. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish non-exempt employees, including, without
23 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
24 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
25 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
26 name of the employer and/or the name and address of the legal entity securing the employer's
27 services if the employer is a farm labor contractor; and other such information as required by Labor
28 Code section 226, subdivision (a).

141. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

142. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

143. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

144. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

4 145. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
5 every person employing labor in California to “[a]llow any member of the commission or the
6 employees of the Division of Labor Standards Enforcement free access to the place of business or
7 employment of the person to secure any information or make any investigation that they are
8 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
9 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
10 or papers of the person.”

11 146. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
12 every person employing labor in California to “[k]eep a record showing the names and addresses of
13 all employees employed and the ages of all minors.”

14 147. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
15 every person employing labor in California to “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
18 piece rate paid to, employees employed at the respective plants or establishments. These records
19 shall be kept in accordance with rules established for this purpose by the commission, but in any
20 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
21 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
22 earned.”

23 148. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
24 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
25 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
26 member of the commission or employees of the division to inspect records pursuant to subdivision
27 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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1 149. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 willfully failed to keep adequate or accurate time records including wage statements and similar
3 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174.

6 150. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
8 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
9 hundred dollars (\$500) per violation per Aggrieved Employee.

10 Violation of Labor Code § 1197.1

11 151. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person, who pays
13 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
14 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
15 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
16 Section 203 as follows:

17 (1) For any initial violation that is intentionally committed, one hundred dollars
18 (\$100) for each underpaid employee for each pay period for which the
19 employee is underpaid. This amount shall be in addition to an amount
20 sufficient to recover underpaid wages, liquidated damages pursuant to Section
21 1194.2, and any applicable penalties imposed pursuant to Section 203.

22 (2) For each subsequent violation for the same specific offense, two hundred fifty
23 dollars (\$250) for each underpaid employee for each pay period for which the
24 employee is underpaid regardless of whether the initial violation is
25 intentionally committed. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

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(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

152. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

153. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

154. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that 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 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

155. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved

1 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation.

3 156. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described herein, including, without limitation, for
5 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
6 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
7 name of the employer, including “doing business as” names used, the name, address, and telephone
8 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
9 other pertinent information required to be disclosed by Defendants under Labor Code section
10 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
11 leave required to be provided pursuant to California and local laws.

12 157. Moreover, Plaintiff and other Aggrieved Employees within the State of California
13 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
14 connection with their herein-described claims for civil penalties.

15 **DEMAND FOR JURY TRIAL**

16 158. Plaintiff demands a trial by jury on all causes of action contained herein.

17 **PRAYER**

18 WHEREFORE, on behalf of herself, Class Members and Aggrieved Employees, Plaintiff
19 prays for judgment against Defendants as follows:

- 20 A. An order certifying this case as a Class Action;
21 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
22 counsel as class counsel;
23 C. Damages for all wages earned and owed, including minimum and overtime wages,
24 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
25 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
26 E. Damages for unpaid premium wages from missed meal and rest periods under,
27 among other Labor Code sections, 512, 558.1 and 226.7;

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- 1 F. Penalties for inaccurate wage statements under Labor Code sections 226,
2 subdivision (e) and 558.1;
3 G. Waiting time penalties under Labor Code sections 203 and 558.1;
4 H. Penalties to timely pay wages under Labor Code section 210;
5 I. Damages under Labor Code sections 2802 and 558.1;
6 J. Preliminary and permanent injunctions prohibiting Defendants from further
7 violating the California Labor Code and requiring the establishment of appropriate
8 and effective means to prevent future violations;
9 K. Restitution of wages and benefits due which were acquired by means of any unfair
10 business practice, according to proof;
11 L. For attorneys' fees in prosecuting this action;
12 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
13 1174.5, 1197.1, and 2699;
14 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 1174.5, 1197.1, and 2699;
16 O. Pre-judgment and post-judgment interest;
17 P. For costs of suit incurred herein; and
18 Q. For such other and further relief as the Court deems just and proper.

19
20 Dated: October 7, 2025

BIBIYAN LAW GROUP, P.C.

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23 BY: /s/ Brandon M. Chang

BRANDON M. CHANG

24 Attorneys for Plaintiff TURESA WILCOX on behalf
25 of herself and all others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On October 10, 2025, I caused a true and correct copy of the document(s) described as: **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

Jennifer A. Riley (SBN 360545)

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Counsel for Defendant ATC HEALTHCARE SERVICES LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 10, 2025, at Los Angeles, California.

/s/ Araceli Marquez

Araceli Marquez