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Superior Court of California,
County of San Diego
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By Brenda Ramirez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KAREN GRANADINO, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SHARP AND CHILDREN'S MRI CENTER,
LLC., a limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 37-2023-00017525-CU-OE-CTL

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

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) FAILURE TO PAY MEAL PERIOD
PREMIUMS AT THE REGULAR
RATE OF COMPENSATION
(LABOR CODE §§ 226.7, 1198);**
- (3) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*).**
- (6) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Karen Granadino (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Class and Representative Action Complaint against Sharp and
3 Children’s MRI Center, LLC; and Does 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 class and representative action for recovery of unpaid wages and penalties under California
8 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7,
9 510, 558, 1194, and 1198, 2698 *et seq*; and Industrial Welfare Commission Wage Order No. 4
10 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This class action is
11 brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction
12 over Defendants’ violations of the California Labor Code because the amount in controversy
13 exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in San Diego County. Defendants own, maintain offices, transact business, have an agent
18 or agents within San Diego County, and/or otherwise are found within San Diego County, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

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

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
3 business as a medical imaging company, and that they employed Plaintiff and other similarly
4 situated non-exempt employees within San Diego County and the state of California.

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

13 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

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

21 8. At all times mentioned herein, Defendants, and each of them, were members of
22 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
24 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
25 Members (as defined in Paragraph 14).

26 **GENERAL FACTUAL ALLEGATIONS**

27 9. Plaintiff was employed by Defendants as a non-exempt employee for many years,
28 until approximately May 2022.

1 10. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt
2 employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, but
3 Defendants failed to pay them overtime compensation at one-and-one-half times (or two times in
4 the case of double-time) their “regular rate” of pay as required under Labor Code § 510 and Wage
5 Order 4. Specifically, Plaintiff and other non-exempt employees were paid non-discretionary
6 bonuses, shift differential payments, and/or other forms of compensation not excludable from the
7 “regular rate” of pay (these forms of pay are hereinafter referred to collectively as “Incentive
8 Pay”). However, Defendants failed to incorporate all Incentive Pay into the “regular rate” of pay.
9 For example, during the pay period of April 25, 2019 through May 9, 2019, Plaintiff earned a
10 shift differential paid at \$26.17 per hour, which was higher than her regular base rate of pay of
11 \$23.79. During this pay period, Plaintiff also worked 4.9 hours of overtime, but Defendants failed
12 to incorporate Plaintiff’s shift differential into her regular rate and instead paid Plaintiff’s
13 overtime at one-and-one-half times her *base* rate of pay of \$23.79. As another example, during
14 the pay period of June 22 through July 5, 2020, Plaintiff earned a bonus of \$1,633.01. Plaintiff
15 also worked overtime during this pay period (and/or other pay periods during which this bonus
16 was earned), but Defendants failed to incorporate the value of the bonus into Plaintiff’s regular
17 rate of pay. Similarly, Plaintiff was paid a bonus of \$1,726.40 during the pay period of January
18 17, 2022, through January 30, 2022. Plaintiff also worked overtime during this pay period (and/or
19 other pay periods during which this bonus was earned), but Defendants failed to incorporate the
20 bonus into Plaintiff’s regular rate. On information and belief, during the relevant time period
21 Defendants paid Incentive Pay to other non-exempt employees and, similarly, failed to
22 incorporate Incentive Pay into the “regular rate” of pay, thereby underpaying Plaintiff’s and other
23 non-exempt employees’ overtime wages.

24 11. Defendants have also failed to provide Plaintiff and other non-exempt employees
25 with all statutorily mandated meal periods. While Defendants have paid some meal period
26 premiums, Defendants failed to incorporate Incentive Pay into the “regular rate” which resulted
27 in a failure to pay meal period premiums at Plaintiff’s and other non-exempt employees’ “regular
28 rate of compensation” as required under Labor Code § 226.7. The California Supreme Court has

1 held that the terms “regular rate of pay” used in Labor Code § 510 and “regular rate of
2 compensation” used in Labor Code § 226.7 are synonymous, and therefore, just as bonuses and
3 other remuneration must be incorporated into the “regular rate of pay” when calculating overtime
4 pay, they must also be incorporated into the “regular rate of compensation” when calculating meal
5 and rest period premiums under Labor Code § 226.7. *See Ferra v. Loews Hollywood Hotel, LLC*,
6 11 Cal.5th 858, 862 (2021) (holding “that the terms are synonymous: ‘regular rate of
7 compensation’ under section 226.7(c), like ‘regular rate of pay’ under section 510(a),
8 encompasses all nondiscretionary payments, not just hourly wages.”) When paying meal period
9 premiums, which were denoted as “Meal” on wage statements, Defendants have failed to
10 incorporate Incentive Pay and have thereby underpaid Plaintiff and other non-exempt employees
11 their meal period premium wages. For example, Plaintiff was paid two meal period premiums
12 during the pay period of July 26 through August 11, 2019, and also earned shift differential
13 payments, denoted as “Diff Regular.” But Defendants failed to incorporate the shift differential
14 payment into Plaintiff’s “regular rate of compensation” and instead paid her meal period
15 premiums at her *base* rate of pay. Similarly, during the pay period of April 27, 2020, through May
16 10, 2020, Plaintiff was paid for a meal period premium and earned a shift differential during the
17 same pay period. However, Defendants failed to incorporate the shift differential payment into
18 Plaintiff’s “regular rate of compensation” and instead paid her meal period premiums at her *base*
19 rate of pay. On information and belief, Defendants have likewise paid meal period premiums to
20 other employees without incorporating Incentive Pay into the “regular rate of compensation,”
21 thereby under-paying meal period premiums for Plaintiff and other non-exempt employees.

22 12. As a result of Defendants’ failure to pay all overtime wages, as well as Defendants’
23 failure to pay meal period premium wages, Defendants have failed to pay all wages to Plaintiff
24 and other formerly employed non-exempt employees at the separation of their employment.

25 13. As a further result of Defendants’ failure to pay all overtime wages, as well as
26 Defendants’ failure to pay meal period premium wages, Defendants have maintained inaccurate
27 payroll records, and issued inaccurate wage statements to Plaintiff and other non-exempt
28 employees.

1 **CLASS ACTION ALLEGATIONS**

2 14. Class Definitions: Plaintiff brings this action on behalf of herself and the following
3 Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of the Defendants' current and former non-
5 exempt employees in California who worked more than 8.0 hours in a workday and/or over
6 40.0 hours in a workweek, and earned Incentive Pay during a corresponding time period
7 that was not incorporated into the "regular rate" of pay, at any time from four years
8 immediately preceding the filing of this action through the present.

9 b. The Meal Period Premium Underpayment Class consists of all of Defendants'
10 current and former non-exempt employees in California who received a meal period
11 premium and also earned Incentive Pay in a corresponding time period that was not
12 incorporated into the "regular rate" of compensation, at any time from four years
13 immediately preceding the filing of this action through the present.

14 c. The Wage Statement Class consists of all members of the Overtime Class and
15 Meal Period Premium Underpayment Class who received a wage statement at any time
16 from one year immediately preceding the filing of this action through the present.

17 d. The Waiting Time Class consists of all members of the Overtime Class and/or
18 Meal Period Premium Underpayment Class who are no longer employed by Defendants
19 and who last worked for Defendants at any time from three years immediately preceding
20 the filing of this action through the present.

21 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
22 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
23 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
24 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
25 Defendants' employment records.

26 16. **Common Questions of Law and Fact Predominate/Well Defined Community**
27 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
28 situated employees, which predominate over questions affecting only individual members

including, without limitation to:

- i. Whether Defendants' payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants paid meal period premiums to members of the Meal Period Premium Underpayment Class at the regular rate of compensation;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment;

17. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' overtime, wage statement, meal period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

18. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned wages, was subject to Defendants' uniform meal period policies/practices, was furnished with inaccurate wage statements and was deprived of all final wages upon her separation of employment from Defendants.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
2 actions in state and federal courts in the past and are committed to vigorously prosecuting this
3 action on behalf of the members of the Classes.

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

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME WAGES**

27 **(AGAINST ALL DEFENDANTS)**

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

22. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

23. At all relevant times, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

24. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY MEAL PERIOD PREMIUMS AT REGULAR RATE OF COMPENSATION (AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

26. At all relevant times, Defendants have been required to pay meal period premiums at employees’ “regular rate of compensation” pursuant to Labor Code § 226.7. “Regular rate of compensation” is synonymous with “regular of pay” as used in Labor Code § 510. Thus, meal period premiums must be calculated in the same manner as the “regular rate of pay” is calculated for overtime purposes, and must incorporate the value of Incentive Pay.

1 27. As alleged herein, Defendants failed to incorporate the value of Incentive Pay, and
2 otherwise failed to accurately calculate the regular rate of compensation, when calculating meal
3 period premiums for Plaintiff and members of the Meal Period Premium Underpayment Class,
4 and thus have underpaid Plaintiff and members of the Meal Period Premium Underpayment Class
5 for their meal period premium wages due under Labor Code § 226.7.

6 28. As a result of the foregoing, Plaintiff and members of the Meal Period Premium
7 Underpayment Class are entitled to the amount of underpayment of meal period premium wages,
8 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
9 Code §§ 226.7, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of
10 the California Constitution.

11 **THIRD CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
17 and the Wage Statement Class with accurate and complete itemized wage statements that
18 included, among other requirements, all wages earned, all meal period premium wages earned,
19 and all rates of pay in effect during the pay period, in violation of Labor Code § 226.

20 31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
21 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
22 among other things, the non-payment of all their overtime wages and meal period premium wages,
23 and it deprived them of the information necessary to identify the discrepancies in Defendants'
24 reported data.

25 32. Defendants' failures create an entitlement to recovery by Plaintiff and members of
26 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
28 of suit, pursuant to Labor Code §§ 226 and 226.3.

1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

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

11 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid overtime wages, and
14 unpaid meal period premium wages.

15 36. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-203.

19 37. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

25 **FIFTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

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

39. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all overtime wages due, failing to properly pay meal period premium wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all earned wages at separation of employment.

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

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

42. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

43. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

45. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings

1 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
3 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
4 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
5 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
6 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
7 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
8 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
9 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
10 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
11 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
12 employee per pay period for those violations of the Labor Code for which no civil penalty is
13 specifically provided, based on the following Labor Code violations:

- 14 a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-
15 time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and
16 1198;
- 17 b. Failing to provide all legally required meal periods and failing to pay meal period
18 premiums to Plaintiff and other aggrieved employees at the employees' respective
19 regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and
20 1198;
- 21 c. Failing to furnish Plaintiff and other aggrieved employees with accurate and
22 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- 23 d. Failing to pay all wages owed to Plaintiff and other aggrieved former employees
24 at their separation of employment, in violation of Labor Code §§ 201-203;

25 46. On or about April 26, 2023, Plaintiff notified Defendant Sharp and Children's MRI
26 Center, LLC, via certified mail, and the California Labor and Workforce Development Agency
27 ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's
28 intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect

to the violations of the California Labor Code identified in paragraph 45 (a)-(d) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and Class members of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each

employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

10. Prejudgment interest on all due and unpaid wages and other damages pursuant to California Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

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

Date: July 3, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

By: _____


Tuvia Korobkin
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: July 3, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

By: _____


Tuvia Korobkin
Attorney for Plaintiff